

Request for Proposal (RFP)

For

**Maintenance of NHIDCL Website & Handling of Social Media
Accounts of NHIDCL**

January, 2020

**National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor
4, Parliament Street
New Delhi-110001**

Disclaimer

The information contained in this RFP document (the “RFP document”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of NHIDCL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor invitation by NHIDCL to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their technical/ financial offers (“Bid(s)”) pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by NHIDCL in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NHIDCL, its employees or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHIDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NHIDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation in this Bid.

NHIDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document. NHIDCL may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that NHIDCL is bound to select a Bidder or to appoint the Successful Bidder for the Project and NHIDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all their costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIDCL or any other costs incurred in connection with or relating to Bid. All such costs and expenses will remain with the Bidder and NHIDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

Document Composition

This RFP Documents comprises for following parts.

- Part-I Instructions to Bidders
- Part-II Formats for Bid Submission
- Part-III Draft Format of Contract Agreement
- Part-IV Terms of Reference

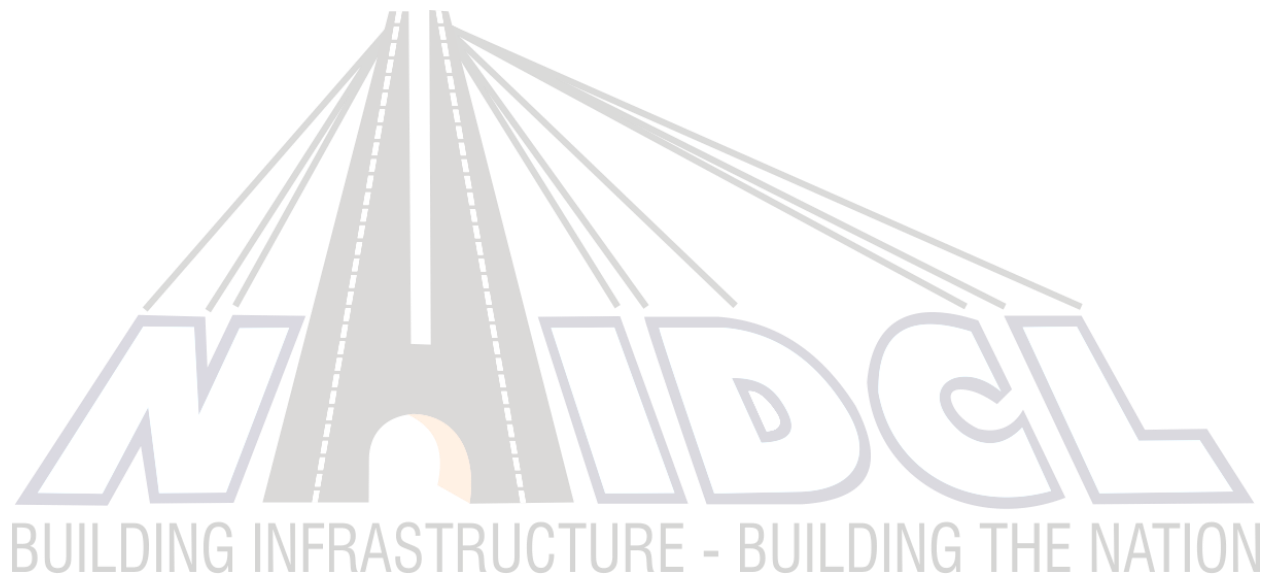
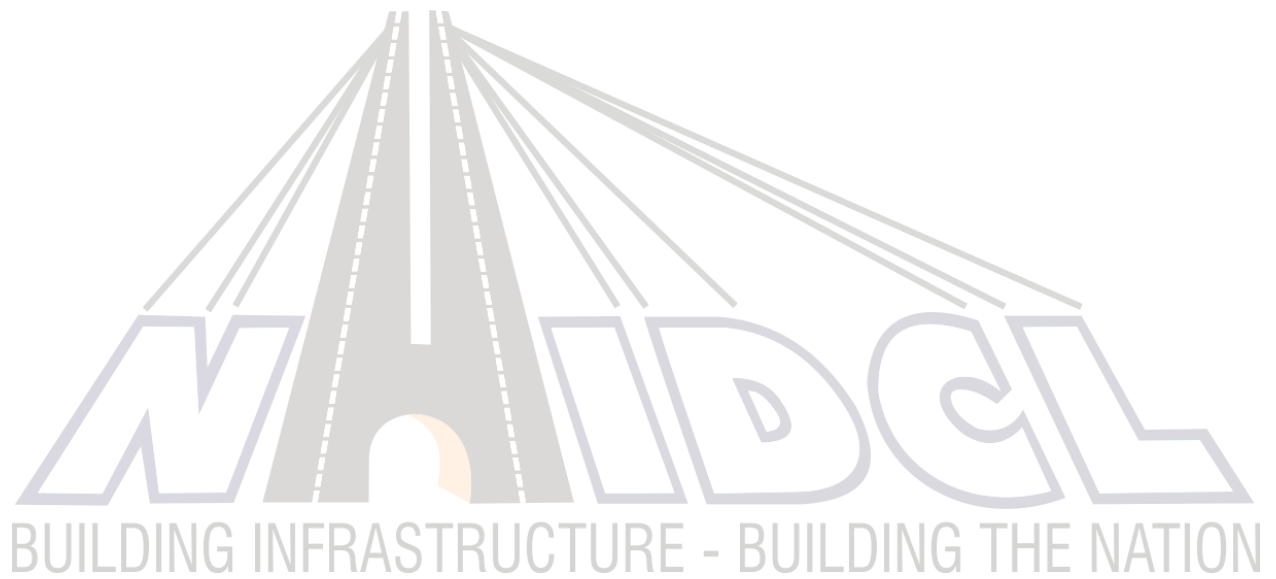


Table of Contents

Part-I	
Instructions to Bidders	05
Notice Inviting Tender	06
Schedule of Important Events / Activities	07
Tender Application Fee, Bid Security and General Terms of Bidding	08
Eligibility and Pre-Qualification Criteria	10
Clarification Regarding RFP Document	14
Accessing Bid Documents, Preparation and Submission of Bid	15
Bid Evaluation Criteria and Selection Procedure	19
Performance Security	23
Miscellaneous	24
Part-II	
Format for Bid Submission	27
Form T-1: Technical Bid Covering Letter	28
Form T-2: Brief Information about the Bidder(s)	30
Form T-3: Power of Attorney	31
Form T-4: Format of submission of Work Experience/Technical Strength of Bidder	33
Form T-5: Affidavit on Litigation / Arbitration History (on Non-judicial Stamp Paper of Value Rs.100/-)	34
Form T-6 Format of Certificate in respect of Bidder's Average Annual Turnover and Network	35
Form T-7 Details of Certification(s), Affiliation(s)	36
Form T-8: Proforma for Submitting Written Queries	37
Form T-9: Format of Curriculum Vitae (CV) For Proposed Key Staff	38
Form T-10: Undertaking From the Technical Resource	40
Form T-11: Bank Guarantee Format for Bid Security	41
Form F-1: Format for Financial Bid Submission	43
Format for Bank Guarantee for Performance Security	44
Part-III	
Draft Form of Contract Agreement	46
Conditions of Contract	52
Part-IV	
Terms of Reference	61

PART-I

INSTRUCTIONS TO BIDDERS



NOTICE INVITING TENDER
(National Competitive Bidding through e-Tendering mode only)

National Highways & Infrastructure Development Corporation Limited (NHIDCL), a Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India, intends to engage a Service Provider for **Maintenance of NHIDCL Website & Handling of Social Media accounts of NHIDCL.**

2. The project shall be a complete turnkey solution with provision of skilled resources for operations and shall be offered to NHIDCL as **“Solution as service model”**. The period of engagement shall initially be **Three (3) years**. This may be extended, at the mutual discretion of either parties, for another **two (2) years** subject to satisfactory services and continued requirement of NHIDCL.

ICB No.	Name of Work	Estimated Cost in Rs.	Maintenance Period
NHIDCL/IT/Website & Social Media/2020	Maintenance of NHIDCL Website & Handling of Social Media accounts of NHIDCL	17,00,000.00	Initially for 3 years

3. The e-Bids shall be submitted online at e-tender portal <https://eprocure.gov.in> latest by **24.02.2020 before 11:00 Hrs (the bid due date)**. Bid shall be valid for 120 days w.e.f. bid due date. Detailed RFP document may be seen/ downloaded from NHIDCL website www.nhidcl.com/ e-tender portal: <https://eprocure.gov.in>. Amendments/ Corrigendum, if any, will be hosted on the NHIDCL website as well as <https://eprocure.gov.in>. For any query regarding empanelment, prospective Bidders may contact:

(A. Chandrasekhar)
General Manager (Toll & Coord., IT, Skill Development)
NHIDCL, 3rd floor, PTI Building,
4, Parliament Street, New Delhi-110001.
Phone: +91-11-23461620
Email: ac.sekhar65@gov.in

SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES

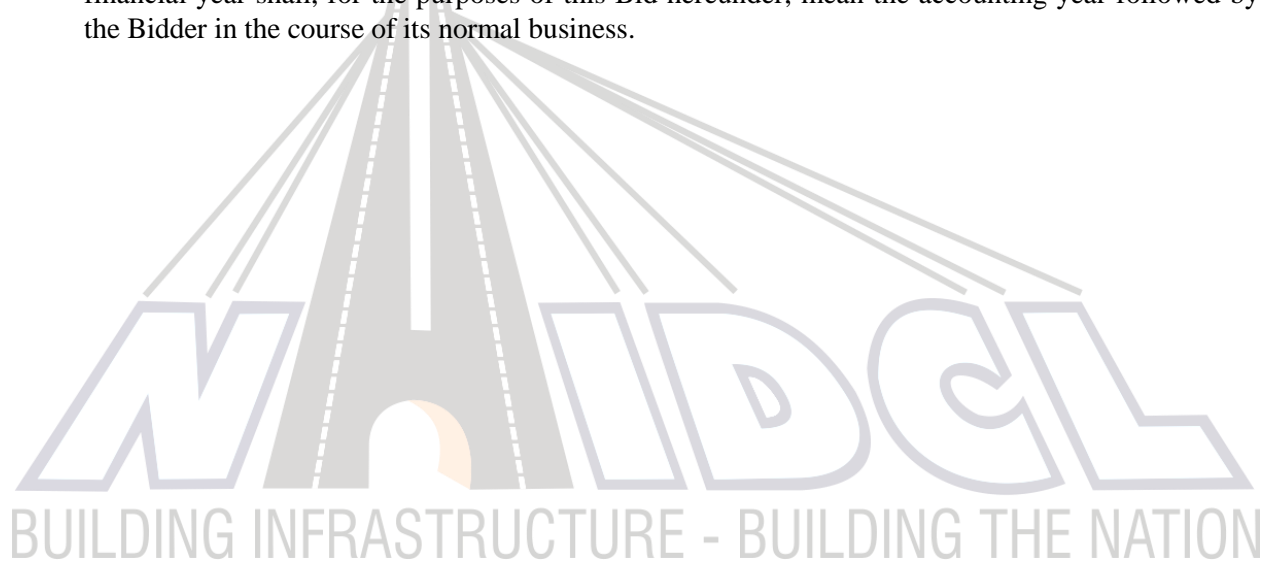
S. No.	Event Description	Date
1.	Invitation of RFP (NIT)	03.02.2020
2.	Last date for receiving queries	14.02.2020 at 15.00 Hrs
3.	Pre-Bid meeting at NHIDCL HQ	14.02.2020 at 15.00 Hrs
4.	Authority responses to queries latest by	18.02.2020 at 18.00 Hrs
5.	Bid Due Date	24.02.2020 at 11.00 Hrs
6.	Physical submission of requisite documents as per RFP	24.02.2020 at 11.00 Hrs
7.	Opening of Technical at NHIDCL HQ	25.02.2020 at 11.00 Hrs
8.	Declaration eligible / qualified Bidders	within 7 days from Bid Due Date
9.	Opening of Financial Bid	within 10 days from Bid Due Date
10.	Letter of Award (LOA)	Within 25 days of Bid Due Date
11.	Validity of Bid	120 days from Bid Due Date



1. TENDER APPLICATION FEE, BID SECURITY AND GENERAL TERMS OF BIDDING

- 1.1 Bidder should pay **Tender Application Fee** (non-refundable) **INR 5,000/- (Rupees Five Thousand)** only in the form of Demand Draft, drawn on a scheduled bank in India and payable to “National Highways & Infrastructure Development Corporation Limited” payable at New Delhi.
- 1.2 The **Bid Security** of **INR 50,000/- (Fifty Thousand Rupees only)** shall be furnished in the form of Demand Draft/ Banker’s Cheque/ Pay order, drawn on a scheduled bank in India and payable to “**National Highways & Infrastructure Development Corporation Limited**” payable at **New Delhi** or the Bidders will have an option to provide Bid Security in the form of bank guarantee as per format prescribed in this document and in such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NHIDCL and the Bidder from time to time. NHIDCL shall not be liable to pay any interest on the Bid Security deposit.
- (a) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-up as recognised by department of Industrial Policy & Promotion (DIPP) shall be exempted from furnishing the bid security.
- 1.3 Any bid *not accompanied* by an acceptable Bid Security and / or Tender Application Fee in the prescribed manner shall be summarily rejected.
- 1.4 The Bid Security of all unsuccessful bidders shall be returned without interest normally within 30 days after finalization of the tender process i.e. signing of the Contract Agreement with the successful bidder. The bidder should indicate details of their bank account number for crediting the refund of bid security through ECS (RTGS/NEFT). This information should be provided in the technical bid.
- 1.5 **FORFEITURE OF BID SECURITY:** The Bid Security shall be forfeited and/ or appropriated by NHIDCL as mutually agreed genuine pre-estimated compensation and as damages payable to NHIDCL for, *inter-alia*, time, cost and effort of NHIDCL without prejudice to any other right or remedy that may be available to NHIDCL under the provisions in the RFP and/or under the Contract, or otherwise, under the following circumstances:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
- (b) If the Bid is withdrawn during the intervening period between the bid due date and the expiration of the Bid Validity; or
- (c) If the bidder tries to influence the evaluation process; or
- (d) If a Bidder having been notified Successful Bidder by NHIDCL with the issuance of Letter of Award (LOA) during the bid validity period:
- (i) Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP; or
- (ii) Fails or refuses to execute/sign the Contract within the stipulated time frame.
- 1.6 No Bidder shall submit more than one Bid for the Project.

- 1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 1.8 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 1.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 1.9 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.



2. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

2.1 Bidders must fulfill the criteria listed below.

Criteria

A. Firm Details

- (i) Bidder should pay **Tender Application Fee** as mentioned in clause 1.1 of Tender Application Fee, Bid Security and General Terms of Biddings.
- (ii) The **Bid Security** as mentioned in clause 1.2 of Tender Application Fee, Bid Security and General Terms of Biddings.
- (iii) **Empanelment:**
The Bidder should be an empanelled Vendor of Centre/ State Government/NICSI as on the date of issuance of RFP.
- (iv) **Field of Business:**
The Bidder should be in the field of Information Technology and should have developed / maintained at least **Five (5) websites/applications for government/PSU based organizations within the past 5 years** (prior to the date of bid submission). Copy of relevant documents should be submitted in the Technical bid.
- (v) **Registration Status:**
The Bidder must be a company incorporated / registered in India under the Companies Act 1956 for at least 5 years (prior to the date of bid submission), or an LLP firm, registered under the Limited Liability Partnership Act, 2008. Certificate of incorporation / registration must be submitted as documentary proof for the same.
- (vi) **The Registered Office or one of the Branch Offices of the Agency should be located either in Delhi/ New Delhi or NCR region of Delhi.**
- (vii) **Turnover:**
The Bidder should have average annual turnover of Rs. 25,00,000/- (Rupees Twenty five lacs) over the past three financial years immediately preceding the Bid due date. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid.

Note:

- (i) The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual

Reports provided shall be considered and Net worth of the latest Audited Annual Report available shall be considered for the purpose of this RFP.

- (iii) Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Format T-8 shall be provided in support of their claim.

B. Technical Strength:

The Bidder should have experience of having developed / maintained and hosted minimum of **Five (5) websites/applications for government/PSU based organizations within the past 5 years.**

- C.** A Bidder blacklisted/ declared ineligible by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc. shall be ineligible to apply for participating in this RFP.

Self-declaration to this effect shall be submitted as part of the Bid.

- D.** A Bidder determined non-performing or having been terminated any project during last three years by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc. will not be eligible to participate in this RFP.

Self-declaration to this effect shall be submitted as part of the Bid.

2.2 Conflict of Interest:

- 2.2.1 A Bidder shall not have a conflict of interest that may affect the bidding process (the **“Conflict of Interest”**). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHIDCL shall forfeit and appropriate 5% of the value of Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and/ or incurred by the NHIDCL and not by way of penalty for, *inter alia*, the time, cost and effort of NHIDCL including consideration of such Bidder’s Bids, without prejudice to any other right or remedy that may be available to NHIDCL hereunder or otherwise.

- 2.2.2 NHIDCL requires that the selected Bidder provides professional, objective and impartial advice and at all times hold NHIDCL’s interest’s paramount, avoid conflicts with other assignments or its own interests. The selected bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NHIDCL.

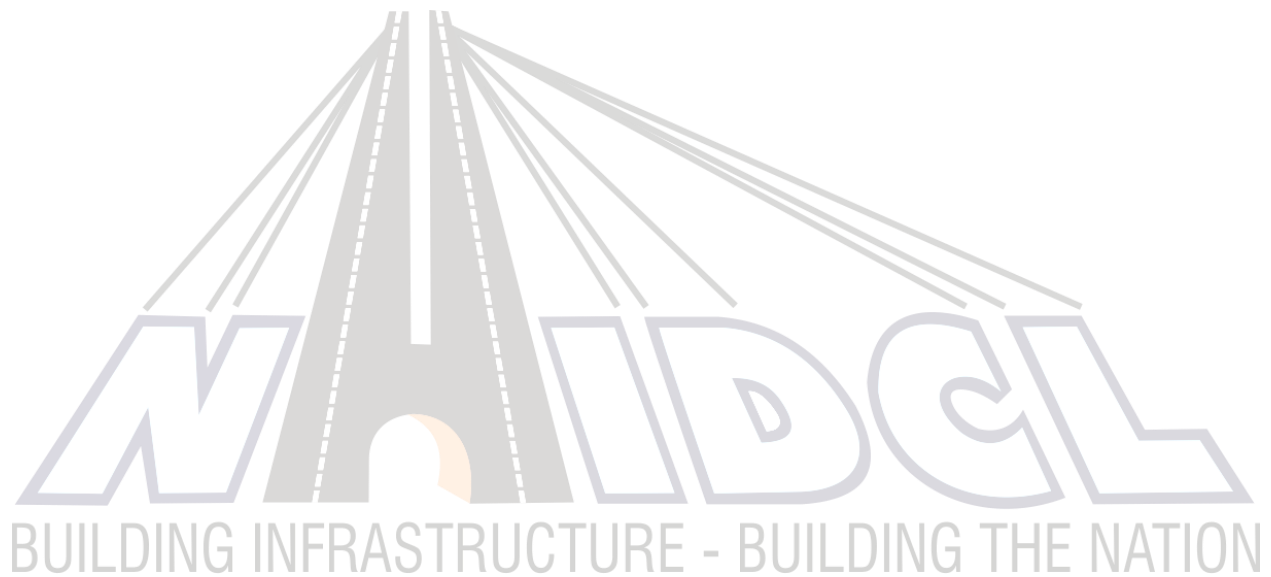
- 2.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- i. a constituent¹ of Bidder is also a constituent of another Bidder; or
- ii. Such Bidder, its member or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder, its member or its associate; or
- iii. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- iv. Such Bidder, its member has a relationship with another Bidder, its member, directly or through common third parties, that puts them in a position to have access to each other's information about the bids, or if they actually share or access each other's information regarding the bids or to influence the bid of either or each of the other Bidder; or
- v. There is a conflict among this and other assignments of the Bidder (including its member, associates, personnel and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to NHIDCL for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vi. a Company/firm which has been engaged by the Authority to provide goods and/or works and/or services for a project, and its associates, will be disqualified from providing consulting services for the same project and/or associated services, conversely, a firm hired to provide services for the preparation or implementation of a project, and its associates, will be disqualified from subsequently providing goods or works or services related to the same project and/or associated services; or
- vii. Bidders should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or
- viii. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ix. For purposes of this RFP Document, Associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder. As used

in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract

2.2.4 The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of NHIDCL. All conflicts must be declared as and when the Bidder becomes aware of them.

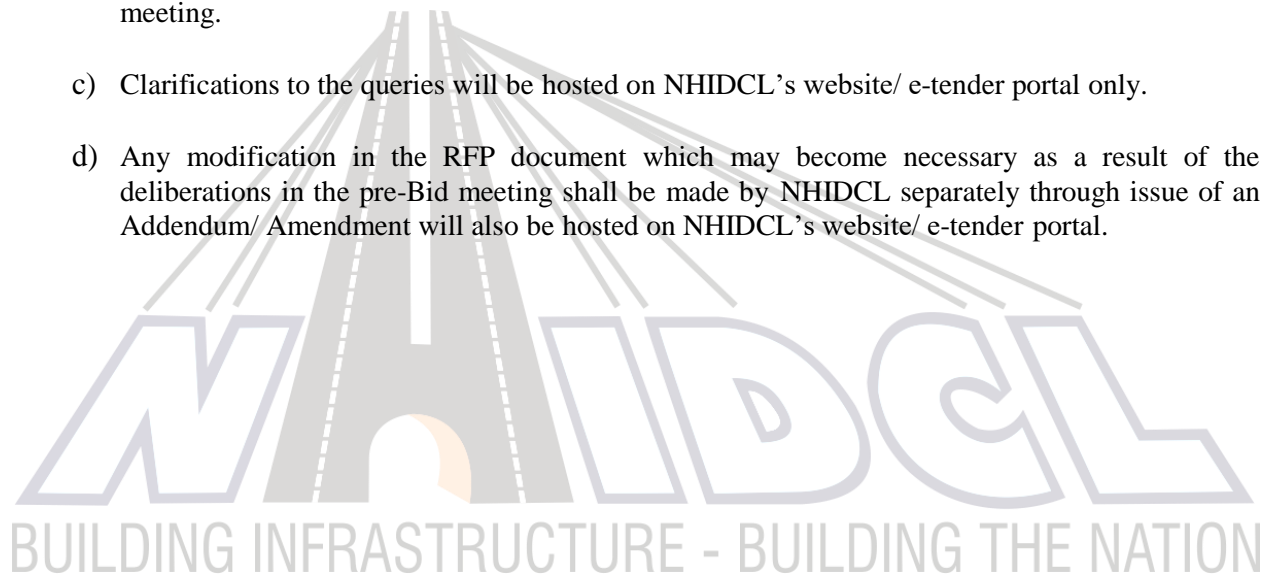


3. CLARIFICATION REGARDING RFP DOCUMENT

3.1 A prospective Bidder requiring any clarification regarding the RFP may notify NHIDCL in writing or e-mail at NHIDCL's address indicated in the invitation to Bid. NHIDCL will respond to any request for clarification which is received before the pre-Bid meeting.

3.2 PRE-BID MEETING

- a) The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at NHIDCL, 3rd floor, PTI Building, 4-Parliament Street, New Delhi-110001 as mentioned in the Schedule of Events.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this RFP document. All Bidders are requested to go through the RFP document carefully and submit any queries/ clarifications addressed to the General Manager (IT) in the format prescribed in Part III. The Bidder is requested to submit any questions / queries by email in editable doc. at ac.sekhar65@gov.in so as to reach NHIDCL well before the scheduled meeting.
- c) Clarifications to the queries will be hosted on NHIDCL's website/ e-tender portal only.
- d) Any modification in the RFP document which may become necessary as a result of the deliberations in the pre-Bid meeting shall be made by NHIDCL separately through issue of an Addendum/ Amendment will also be hosted on NHIDCL's website/ e-tender portal.



4. ACCESSING BID DOCUMENTS, PREPARATION AND SUBMISSION OF BID

4.1 Detailed RFP document can be viewed / downloaded from NHIDCL website/ e-tender portal.

4.2 Bidder(s) have to pay (a) the Tender Application Fee (non-refundable); and (b) Bid Security, in the prescribed manner.

4.3 ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (with both Signing and encryption certificate) (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (“CAs”) [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering.

The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the bid shall be considered non-responsive.

- (ii) To participate in the submission of the bid against the RFP, it is mandatory for the Bidders to get themselves registered with the e-tender portal² and to have user ID & password.

- (iii) For Help, please contact e-tendering Cell and Help Desk Support. Support staff at E-Tendering Help desk shall be available on all week days (Monday to Friday) from 09:30 AM to 6:00 PM except on Gazetted Holidays.

4.4 PREPARATION & SUBMISSION OF BIDS:

- (i) Detailed RFP may be downloaded from NHIDCL’s website and / or e-tender portal and bid shall be submitted online following the instruction appearing on the screen.

- (ii) The following documents shall be submitted in ORIGINAL to NHIDCL till the prescribed date & time for submission of Bids while uploading the soft copy on the CPP Portal.

- a. Tender Application Fee in the manner prescribed.
- b. Bid Security in the manner prescribed.
- c. Original Power of Attorney in favour of Authorized Signatory in the Format prescribed in this document.

- (iii) The Financial bid shall be submitted online only in the prescribed format given on the e-tender portal. No other mode of submission is accepted.

4.5 **Bid Validity:** The bid should remain valid for a period of 120 calendar days from the bid due date. NHIDCL will make its best efforts to complete the evaluation process and work award within the bid validity period. Under exceptional circumstances, prior to expiry of the bid validity, NHIDCL may request bidder to extend the bid validity for specified additional period. Such request by NHIDCL and reply / response from bidder shall be in writing. The bidder(s) not agreeing to such extension will be allowed to withdraw their bids without forfeiture of their bid security.

4.6 **Bid Composition:** The Bid shall comprise the following:

(a) **PART 1 Document in original to be physically submitted at NHIDCL before prescribed time limits under schedule of important events / activities)**

The Documents as specified in Para 4.4(ii) above shall be placed in a sealed envelope. The envelope should bear the following identification:

“RFP for -----.” and addressed to:

ATTN OF: Sh. A. Chandrasekhar
DESIGNATION: General Manager (Toll, Coord., IT & Skill Development)
ADDRESS: NHIDCL, 3rd floor, PTI Building,
4, Parliament Street, New Delhi-110001
E-MAIL: ac.sekhar65@gov.in

The envelope should also bear the bidder’s name & address. If the envelope is not sealed and marked as above, NHIDCL will assume no responsibility for the misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.

Notes:

- (i) Documents as specified above, if received by NHIDCL after the prescribed deadline (bid due date) will be returned unopened to the Bidder
- (ii) If any requisite document/ certificate are not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
- (iii) The Technical Bid shall not include any commercial quote.

(b) **PART 2 (Technical Bid to be uploaded on E-tender portal and physically submitted at NHIDCL before prescribed time limits under schedule of important events / activities)**

- (i) Technical Bid comprising various formats Form T-1 to Form T-10 prescribed in Part III.
- (ii) Stipulated documentary evidence attested by the authorised signatory in support of their claim for fulfilling the prescribed eligibility criteria and an undertaking on the bidder’s letterheads to the fairness of these documents in support of their claim while submitting the Bids.
- (iii) Undertaking that the bidder has not been determined non-performing or having been terminated any of his project during last three years by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.
- (iv) Undertaking that the bidder has not been blacklisted/declared ineligible by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.
- (v) Self-declaration i.r.o. any conflict of interest prescribed under para 2.2 of eligibility criteria;
- (vi) Other documents

- a. Copy of Certificate of Incorporation of Company;
- b. MoA and AoA of the Company / or other document showing object clause of the firm; and
- c. Signed copy of Integrity Pact in the prescribed format;
- d. Any other document providing additional information in respect of technical / financial strength as well as technical experience etc.

(c) PART 3 Financial Bid (In the prescribed format on E-Tender portal of NHIDCL)

- (i) Financial bid shall be submitted online on e-tender portal on the prescribed format which may be downloaded well before the bid due date from e-tender portal.
- (ii) The bid should include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFP document. No additional payments whatsoever are envisaged.
- (iii) The bid should include all statutory taxes/ levies / surcharge on tax etc. but excluding GST. Any tax, and / or any other levies, if altered in future and payable under the law, the same shall be borne by the bidder.
- (iv) applicable GST (as applicable on services) shall be reimbursed by NHIDCL separately on production of proof of payment; and
- (v) Bidder should note that Income tax payable by the Bidder is not reimbursable by NHIDCL. TDS will be applicable on all payments made by NHIDCL as per applicable law.
- (vi) In case of any difference in figures and words, the amount mentioned in words will prevail.

4.7 COST OF BIDDING

The Bidder shall be responsible for all the cost associated with the preparation and submission of their Bids including subsequent negotiation, visits to NHIDCL, project site etc. NHIDCL shall not be responsible in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

4.8 LANGUAGE OF THE BIDS

The Bid and all communications in relation to or concerning the RFP shall be in **English language**. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of the documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretations of the Bid, the original documents attached with the bid or the information incorporated in the bid shall be final and binding.

4.9 MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- (ii) Any alternative/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification or e-bid, bidder has to click on Edit Bid Option and resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

4.10 **OPENING & EVALUATION OF BIDS**

- (i) Opening will be done through online through CPP Portal (<https://eprocure.gov.in>).
- (ii) The bids will be opened online on the due date and time prescribed in the RFP document in the presence of the bidders who choose to attend. The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out.
- (iii) Prior to evaluation of bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP.
- (iv) 'Financial Bid' of non-responsive bidders shall not be opened.
- (v) The Technical bid shall be opened of those bidders only who ensure physical submission of mandatory documents in original in compliance to provision at 4.4 (ii) Part-1.

4.11 To assist in the examination, evaluation, and comparison of Bids, NHIDCL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIDCL in the evaluation of the Bids.

4.12 Except in case any clarification is asked by NHIDCL, no Bidder shall contact NHIDCL on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIDCL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

5. BID EVALUATION CRITERIA AND SELECTION PROCEDURE

- 5.1 The bids shall be opened on-line by the Evaluation Committee on the date and time prescribed. Prior to evaluation of the bids, NHIDCL shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
- (a) If a bidder submits more than one bid against this RFP
 - (b) The physical submissions are incomplete / inadequate to the requirements in pursuant to the clause 4.4(ii) – Part-1 of the RFP Documents.
 - (c) If a bidder does not submit documents online on CPP Portal as specified in clause 4.6 (b) part-2 of RFP document.
 - (d) Bid is submitted without applicable fee(s) and bid security
 - (e) If the Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA and Digital Signatory are not the same
 - (f) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
 - (g) Failure to comply with all the requirements of RFP document by a bidder.
 - (h) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to bid being declared as non-responsive.
 - (i) If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document
 - (j) A bid valid for a period of time shorter than prescribed in the RFP document
- 5.2 A three-stage procedure shall be adopted for evaluation of the bids.
- 5.3 **Document Evaluation - First Stage:** The Evaluation Committee shall carry out initial screening of technical bids by examining the statement of qualification, furnished by the Bidder in support of their fulfillment of eligibility against the criteria prescribed in clause 2.1(A) - (iii to vii) of this RFP document.

5.4 **Bid Evaluation - Second Stage:**

i. Detailed Evaluation Criteria.

SN	Criteria	Max Marks	Required Document
01	Turnover in last financial year (2017-18): a) < 0.25 crore – 0 marks b) Between >=0.25 and <0.50 crore – 15 marks c) Between >=0.50 and 1 crore – 20 marks d) More than 1 crore – 25 marks	25	Copy of CA Certificate and Balance Sheet.
02	Number of website developed/maintained for Govt./PSU Organizations during the last five (5) financial years. a) Less than 5 websites – 0 marks b) Between 5 and 7 websites – 10 marks c) Between 8 and 10 websites – 20 marks d) More than 10 websites – 30 marks	30	Copy of Work Order/Purchase Order
03	Resume/CVs as per Form T-9 of On-Roll Technical Resources. Backend Team a) Programmer-I* (4 Marks) b) Graphics Designer (4 Marks) c) Content Writer (4 Marks) Onsite Team a) IT Engineer (3 Marks)	15	As per Form –T-9
04	Presentation on understanding of the project as per Scope defined, Approach and Methodology, Prototype for Design & Development a) Understanding of Scope:(10 Marks) b) Approach and Methodology : (10 Marks) c) Proposed Changes & Design : (10 Marks)	30	Presentation to committee

***To be deployed at NHIDCL in case of non availability of onsite IT Engineer**

ii. Detailed Evaluation Criteria for On-Roll Technical Resources

a) Programmer (Backend Team)

S. No.	Description	Max Points
I	General Qualification	
	Bachelors Degree in (IT/CS) Engineering/MCA or equivalent from reputed and recognised university or institution.	1
II	Relevant experience and adequacy for the Project.	
	Experience in developing Projects in PHP/Dot Net/Java	3
	< 3 years-0 ≥3 years- 2.10 points Add 0.30 points for each additional year above 3 years (upto max. of 0.90 marks)	

b) Graphics Designer (Backend Team)

S. No.	Description	Max Points
I	General Qualification	
	Bachelors Degree in (IT/CS)/MCA/BCA or equivalent from reputed and recognised university or institution.	1
II	Relevant experience and adequacy for the Project.	
	Experience in Computer Aided Design	3
	< 3 years-0 ≥3 years- 2.10 points Add 0.30 points for each additional year above 3 years (upto max. of 0.90 marks)	

c) Content Writer (Backend Team)

S. No.	Description	Max Points
I	General Qualification	
	Bachelors degree in Communication/English or equivalent from reputed and recognised university or institution.	1
II	Relevant experience and adequacy for the Project.	
	Experience in Web Content/Blogs/Articles/Social Media Contents/SEO	3
	< 3 years-0 ≥3 years- 2.10 points Add 0.30 points for each additional year above 3 years (upto max. of 0.90 marks)	

d) IT Engineer (Onsite Team)

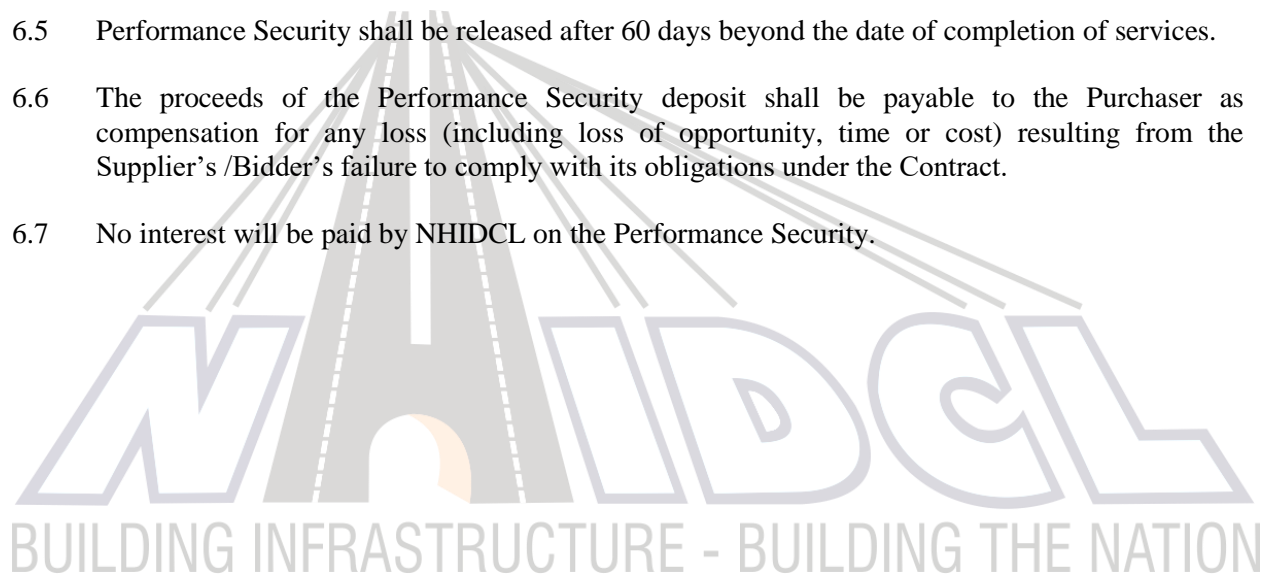
S. No.	Description	Max Points
I	General Qualification	
	Bachelors degree in (IT/CS)/MCA/BCA or equivalent from reputed and recognised university or institution.	1
II	Relevant experience and adequacy for the Project.	
	Experience in designing websites in PHP/Dot Net/Java	2
	< 1 years-0 ≥1 years- 1.25 points Add 0.25 points for each additional year above 3 years (upto max. of 0.75 marks)	

Note: In support of educational qualification copy of degree certificate must be provided with the bid and in support of experienced claimed an undertaking as per Form T-10 must be provided.

- 5.5 The Bidders should score a minimum of 70 points under Technical Evaluation to be considered eligible for financial evaluation.
- 5.6 **Bid Evaluation - Third Stage:** In this stage, financial bids of only those Bidders shortlisted after second stage shall be opened. The date of opening shall be intimated to such bidders. The work shall be awarded on the following basis
- 5.6.1 The Overall Score shall be computed for each bidder as per following formula Overall Score = (Total Technical Score * 80/100) + {(L1 (among all bidders))/(Bid Price for the bidder)} * 20 (Technical Score shall be aggregate of scores under Bidder Capability and Solution Capability)
- 5.6.2 The Bidder with the highest overall score shall be declared as Selected Bidder. The Successful Bidder shall be awarded the work subject to NHIDCL verifying the documents submitted by it.
- 5.7 The Financial Bids shall be opened online. The Evaluation Committee will determine whether the submitted Financial bids are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if NHIDCL feels that the work cannot be carried out within the overall cost as per the submitted financial bid, such proposals shall be considered non responsive.
- 5.8 The Successful Bidder shall be intimated by NHIDCL through Letter of Award (LoA). Upon issue of LoA the Successful Bidder shall be required to return the duplicate copy of Letter of Award and Performance Security as prescribed in the RFP document. NHIDCL shall have the right to get the bank guarantees verified from the respective issuing bank. Upon receipt of verification, the successful bidder shall be invited to sign the contract with NHIDCL. The format of Contract Agreement is prescribed in the RFP Document.
- 5.9 NHIDCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NHIDCL in respect of such bids.

6. PERFORMANCE SECURITY

- 6.1 Successful bidders shall submit a Performance Security of 10% of the total contract value within 15 days of the issuance of 'Letter of Award'.
- 6.2 The Performance Security should be in the form of Bank Guarantee by any Indian Nationalized Bank as per the format provided at **Form –T-11** or in the form of DD in the favor of MD, NHIDCL payable at New Delhi.
- 6.3 The Bank Guarantee/DD should be valid for 60 days beyond the date of completion of services.
- 6.4 In case, Bidder either fails to mobilize the required technical resources as per the contract agreement within 15 days from the issue of 'Letter of Commencement' or do not provide satisfactory maintenance service during the warranty period, the Performance Security submitted by the firm is liable to be forfeited. The Letter of Commencement shall be issued upon confirmation of the Bank Guarantee submitted towards Performance Security.
- 6.5 Performance Security shall be released after 60 days beyond the date of completion of services.
- 6.6 The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's /Bidder's failure to comply with its obligations under the Contract.
- 6.7 No interest will be paid by NHIDCL on the Performance Security.



7. MISCELLANEOUS

- 7.1 This RFP document also includes a format of the Contract Agreement to be executed with the successful bidder for providing stipulated services to NHIDCL. Bidders are advised to study the RFP document along with its amendment/ addendum carefully. Submission of the bid will be deemed to have been done after careful study and examination of ground realities as well as all the instructions, eligibility norms, terms & conditions, requirements and specifications available in the RFP document with full understanding of its implications. The Bidder is expected to examine carefully all the instructions, conditions of Contract, forms for submitting Technical and Financial Bids and scope of work in the RFP document before submitting their Bids. Failure to comply with all the requirements of RFP document shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the RFP document, shall be declared non-responsive and shall not be considered for evaluation.
- 7.2 No bidder shall submit more than one bid against this RFP. If more than one bid is received from the same bidder, all such bids shall be summarily rejected.
- 7.3 NHIDCL will be at liberty to keep the credentials of the bidders submitted by them at bidding stage, in public domain and the same may be uploaded by NHIDCL on its web site. The bidders shall have no objection if NHIDCL uploads/ hosts the information pertaining to their credentials as well as of their key personnel.
- 7.4 The bidding process shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 7.5 Any dispute arising out of this procurement process shall be decided by the arbitration procedure through a Board of Arbitrators comprising three in numbers. Each party shall appoint one nominee arbitrator each and both the nominee arbitrator shall appoint the Presiding Arbitrator. The arbitration shall be conducted in accordance with The Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue and seat of the arbitration shall be New Delhi. The costs towards arbitration shall be equally born by both the parties.
- 7.6 NHIDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) Consult with any Bidder in order to receive clarification or further information;
 - (iii) Retain any information and/ or evidence submitted to NHIDCL by, on behalf of, and/ or in relation to any Bidder; and/or;
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 7.7 NHIDCL is not bound to reply/ respond to any representation/ letter or request for Change in Scope of work, eligibility criteria or any relaxation in respect of the tender conditions. No correspondence will be entertained on this matter.

7.8 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NHIDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.9 **Verification and Dis-qualification:** NHIDCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidders shall, when so required by NHIDCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NHIDCL shall not relieve the Bidders of its obligations or liabilities hereunder nor will it affect any rights of NHIDCL thereunder.

7.10 NHIDCL reserves the right to reject any Bid and/ or declare it non-responsive, if:

- (i) At any time, a material misrepresentation is made or uncovered, or
- (ii) The Bidder does not provide, within the time specified by NHIDCL, the supplemental information sought by NHIDCL for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then NHIDCL reserves the right to take any such measure as may be deemed fit in the sole discretion of NHIDCL including annulment of the Bidding process.

7.11 **Amendment to RFP Documents:**

- (a) Any modification in the RFP document shall be made by NHIDCL separately through issue of an Addendum/ Amendment.
- (b) At any time prior to the bid due date, NHIDCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the conditions specified in the RFP document by an amendment. Any amendment/ addendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on NHIDCL's web site as well as CPP Portal (<https://eprocure.gov.in>) and should be taken into consideration by the prospective bidders while preparing their Bids.
- (c) In order to give prospective Bidders reasonable time to take the amendment into account in preparing their bid, NHIDCL may, at its discretion, extend the bid due date.
- (d) The Bidder must read all the instructions in the RFP and abide by the same accordingly.

7.12 **INDEMNITY**

The Bidder shall, subject to the provisions of the Contract, indemnify NHIDCL for any direct loss or damage caused on account of any act/ omission of the bidder.

7.13 **PROPRIETARY DATA**

All documents and other information provided by NHIDCL or submitted by a Bidder to NHIDCL shall remain or become the property of NHIDCL. Bidders are to treat all information as strictly confidential. NHIDCL will not return any bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Successful Bidder to NHIDCL in relation to the services shall be the property of NHIDCL.

The Service Provider shall not keep any copy of the data/ video with them without prior permission of the NHIDCL. The Service Provider shall not use any data / video for any purpose other than that permitted by NHIDCL.

Adequate cyber security measures shall be taken to protect the entire system and data from Cyber-Attacks and data theft.

7.14 CORRUPT OR FRAUDULENT PRACTICES

NHIDCL requires Bidder observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;
 - (ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of NHIDCL, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive NHIDCL of the benefits of free and open competition;
 - (iii) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
 - (iv) “Undesirable Practice” means (i) Establishing contact with any person connected with or employed or engaged by NHIDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
 - (v) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- (b) Will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for the Contract in question;
- (c) Will blacklist/ declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded any Contract by NHIDCL if it at any time determines that the bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for or in executing, a NHIDCL Contract.

PART-II
FORMAT FOR BID SUBMISSION



Form T-1: Technical Bid Covering Letter

(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)

To,
General Manager General Manager (Toll & Coord., IT, Skill Development)
National Highways & Infrastructure Development Corporation Limited
3rd floor, PTI Building
4, Parliament Street
New Delhi-110001

Sub.: RFP for -----

Ref:

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the above referred RFP document including amendments/ addendums (if any) thereof and we undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid for the aforesaid service. Our bid for the subject RFP is unconditional and unqualified.
2. I/We offer to execute the work in accordance with the Scope of work and the Conditions of Contract of this RFP both explicit and implied.
3. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. I/We understand that :
 - (a) This bid, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid Security, shall be summarily rejected.
 - (b) If at any time, any averments made or information furnished as part of this bid is found incorrect, then the bid will be rejected and the contract if awarded on the basis of such information shall be cancelled.
 - (c) NHIDCL is not bound to accept any/ all Bid(s) it will receive.
 - (d) Until a contract is executed, this bid together with RFP Document as well as notification of Letter of Award issued by NHIDCL shall constitute a binding Contract between us.
5. I/We declare that :
 - (b) I/We have not been blacklisted/ *declared ineligible* by NHIDCL or NHAI or Ministry of Road Transport & Highways, Government of India or any other agency. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHIDCL or NHAI or Ministry of Road Transport & Highways, Government of India.
 - (c) I/We *haven't been blacklisted* by a Central/ State Government Institution/ Public Sector Undertaking/ Autonomous body and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.
 - (d) I/We have *not* directly or indirectly or through an agent *engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice*, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with NHIDCL or any other public sector enterprise or any government, Central or State; and I/We hereby certify

that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. In the event of my / our bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.
7. I/We certify that :
 - (a) I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the subject work or which relates to a grave offence that outrages the moral sense of the community.
 - (b) Neither the bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.
 - (c) No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 - (d) I/We don't have any conflict of interest in terms of Clause 2.2 of eligibility criteria defined in this RFP document.
 - (e) The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all documents accompanying my/our bid are true copies of their respective originals. I/We shall be liable for disqualification or termination of contract at any stage, if any information/declaration is found to be incorrect or false. I/We will intimate NHIDCL promptly in case of any change in the information submitted as part of this technical bid.
 - (f) I/We offer the cost of the RFP document and bid security in accordance with the RFP document as per the details furnished below:

	DD/Bankers Cheque No.	Date	Amount (Rs.)	Issuing Bank/Branch
Tender Fee				
Bid Security				

- (g) The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.
- (h) I am the Director / Authorized Signatory of the aforesaid company / firm and I am authorized to sign this bid on behalf of the firm / company. I am submitting this bid after carefully reading all the terms and conditions contained in the RFP document and its addendum/ amendment, if any, and undertake to abide by the same. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

We remain,

Yours sincerely,

Name

Designation/ Title of the Authorized Signatory.....

Form T-2: Brief Information about the Bidder(s)

(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)

Sub.: RFP for -----

Ref:

- 1. (a) Name of Bidder:
- (b) Year of establishment
- (c) Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.
- (d) In case of a Government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.

Yes/ No/ Not applicable

(e) Name(s) of Directors/ Proprietors/ Partners

.....
.....
.....

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

- (a) Complete postal address:
- (b) Fixed telephone number
- (c) Mobile telephone number
- (d) E-mail address

3. Name & Address of the principal banker⁴:

- (a) Bank A/c Number
- (b) Branch Address
- (c) IFSC /MICR Code:

4. Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

Name

Designation/ Title of the Authorized Signatory.....

⁴ These details are required for refund of Bid Security

Form T-3: Power of Attorney

Know all men by these presents, we,.....(name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms.....son/daughter/wife of.....and presently residing at....., who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection as the Service Provider for "Operation and Maintenance of NHIDCL Website" proposed by NHIDCL, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/responses to NHIDCL, representing us in all matters before NHIDCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with NHIDCL in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative/ Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2017

Witnesses:
1.  For.....
(Signature, name, designation and address)

2.
Notarised

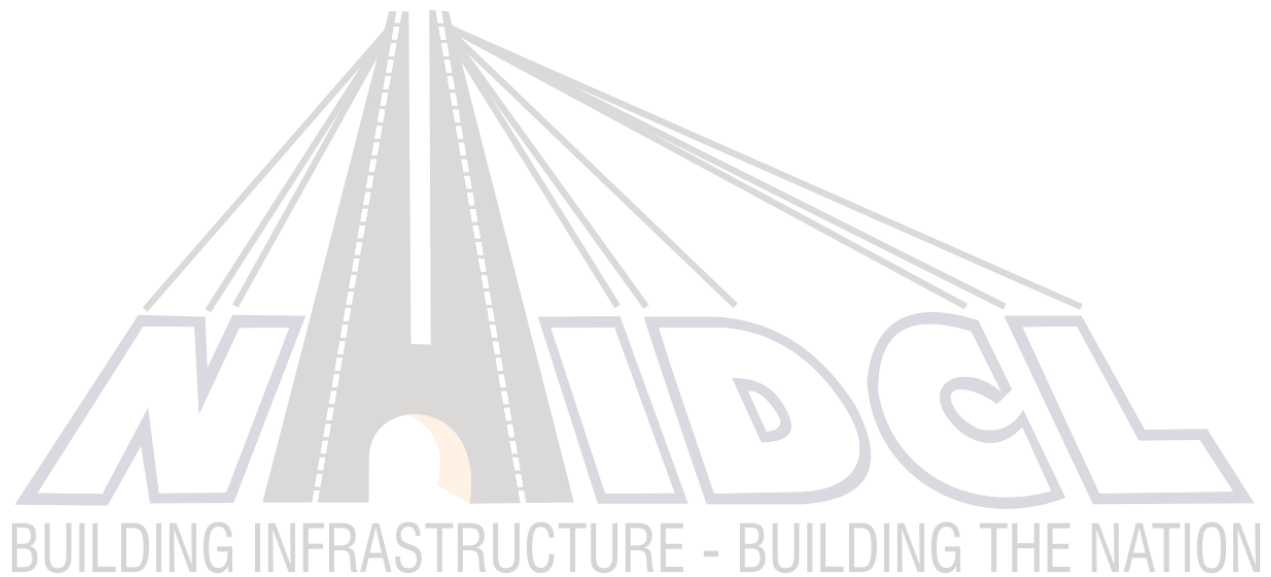
Accepted
.....
(Signature, name, designation and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.***

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.



Form T-4: Format of submission of Work Experience / Technical Strength of Bidder

Sub.: _____

Ref: RFP No. _____

Assignment Name:	Country: India Location within Country:
Name of Client:	Address:
Duration of Assignment (Months): Stat Date (Month/Year): Completion date (Month/Year):	Total No of Staff-Months of the Assignment: Total No of Staff : Months of the Assignment :
Approx. Value of the contract (in Current INR):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note: Bidder should submit relevant details of each project in this format and should enclose:

- (i) Go-live / acceptance / completion Certificate issued by the customer; and*
- (ii) Work Order / Purchase order / Copy of contract / Letter of Award highlighting detailed scope of project implemented within the last 5 financial years prior to the Bid due date as proof for the same.*

Form T-5: Affidavit on Litigation / Arbitration History (on Non-judicial Stamp Paper of Value Rs.100/-)

Name of Bidder:

The Bidder should provide information on any history of litigation or arbitration resulting from the contracts executed for MoRT&H/NHAI/NHIDCL in the last five years or currently under execution.

Year	Award for or against Bidders	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in India Rs.)	Actual Awarded Amount in India Rs.

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER

1. (a) Has the Bidder or its constituent partners history of litigation awarded against him?

Yes	No
-----	----

(b) If yes, give details

.....

2. (a) Has the Bidder or any of its Constituent Partners or Directors been debarred / expelled, during the last 5 years as on the date of bid, on the basis of their performance in any assignment or for any other reason including fraudulent and corrupt practices, etc.?

Yes	No
-----	----

(b) If yes, give details including period of debarment:



.....

3. (a) Has the Bidder or any of its Constituent Partners or Directors failed to perform on any contract, during the last 5 years as on the date of bid, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt?

Yes	No
-----	----

(b) If yes, give details

.....

Note: *If any information in this affidavit is found to be incorrect or concealed, prequalification / bid will be summarily rejected. Based on information in this affidavit, NHIDCL, in its sole discretion shall take a decision to prequalify the Bidder.*

**Form T-6 Format of Certificate in respect of Bidder's Average Annual Turnover and
Net worth**
CERTIFICATE (To be given by a Statutory Auditor)

Sub.:

Ref: RFP No.

Dated:/...../2020

Certificate of Annual Turnover and Net worth

It is certified that we have examined the audited books of accounts of M/s. _____
(name and address of the bidder) _____ and the details of the annual
turnover during the last three financial years and net worth as on 31.03.2019 are as under:

- a) **Annual Turnover** from Information Technology / Communication Technology / System
Integration Business

Financial Year ⁵	Amount in figures	Amount in words
FY 2016-17		
FY 2017-18		
FY 2018-19		
Average of 3 years		

(Signature of Statutory Auditor)

Name:

Seal:

Place:

For (Name of Accounting Firm)

Name of Partner/Proprietor

Membership Number
Rubber Stamp

Form T-7 Details of Certification(s), Affiliation(s), Authorised Partner(s) of OEM/Other leading technology providers/System Integrators, supported with certified copies.

Sub.: -----

Ref.: -----

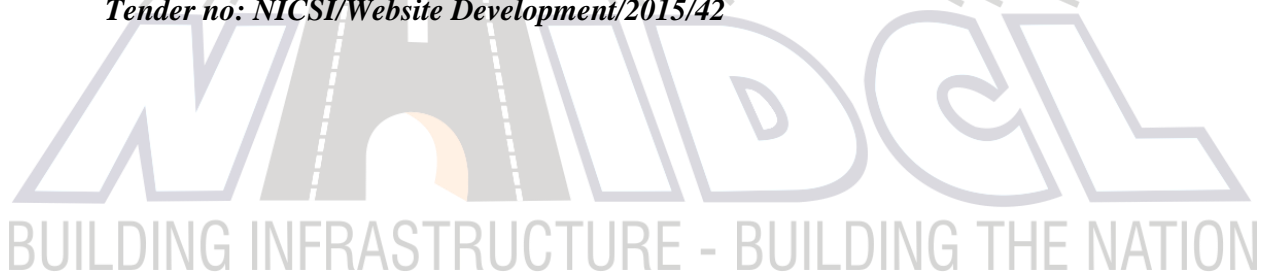
Dated:/...../2019

S. No.	Particulars of Certification(s), Affiliation(s), International rating(s), Authorized Partner(s)	Details of Technology Partner or Agency granting certification, affiliation, etc.	Year of Achievement	Validity (if any)
1.				
2.				
3.				
5.				
6.				

Please add additional rows, if required.

Please include details of following certifications (along with certificate copies) at a minimum

- (i) Empanelled vendor of Centre/State Government/NICSI Empanelment (Under NICSI Tender no: NICSI/Website Development/2015/42*



Form T-8: PROFORMA FOR SUBMITTING WRITTEN QUERIES
(To be submitted in doc/editable format only at the given email address⁶)

Sub.: -----

Ref.: -----

Name of Company:

Name of Person:

Contact No.:

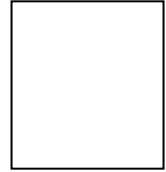
Email Id:

S. No.	Page No. of RFP	Clause	RFP Statement	Query	Remarks



Form T-9: Format of Curriculum Vitae (CV) For Proposed Key Staff

Photo



1. Proposed Position:

2. Name of Staff:

3. Date of Birth:

(Please furnish proof of age)

4. Nationality:

5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

(Please furnish proof of qualification)

6. Contact Address with Phone and mobile numbers:

7. Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience ***period of specific assignment must be clearly mentioned***, also give client references, where appropriate).

9. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

A) Education:

- i) Field of graduation and year
- ii) Field of post-graduation and year
- iii) Any other specific qualification

B) Experience

- i) Total experience: ___ Yrs.
- ii) Responsibilities held: ___ Yrs.
- iii) Relevant experience: ___ Yrs.

C) Permanent Employment with the firm: ___ Yrs.

If yes, how many years:

If no, what is the employment:

Arrangement with the firm?

Certification:

1. *I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project*

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself my qualification and my experience.

Signature of the Candidate

Place

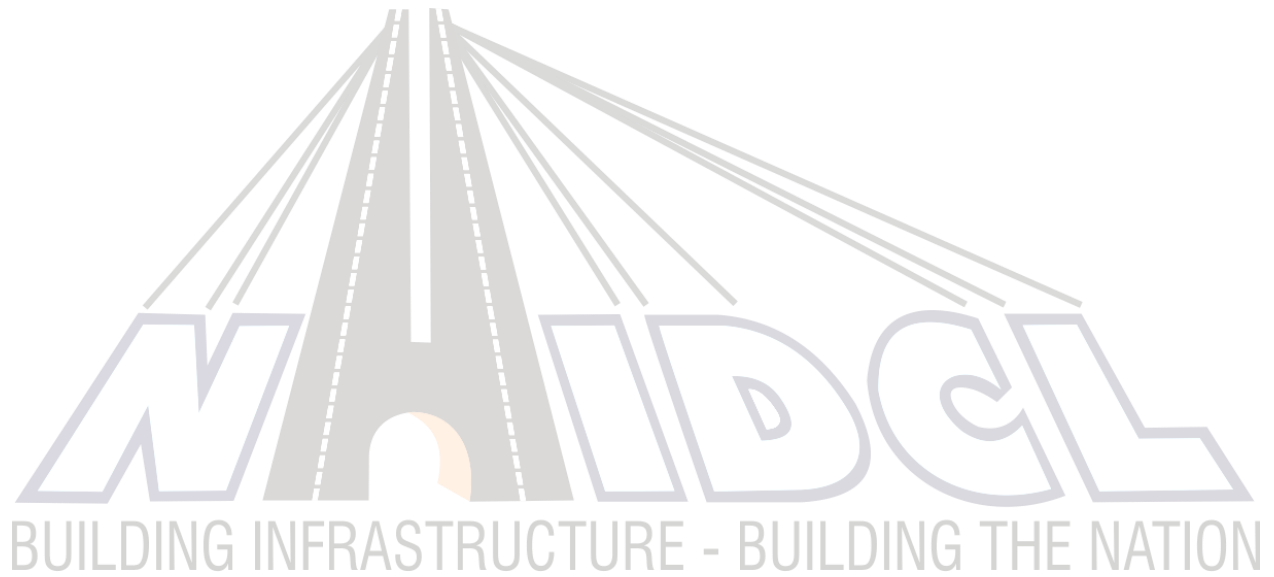
Date

Signature of the Authorized Representative of the firm

Place

Date

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized representative of the firm. Photocopies will not be considered for evaluation.



Form T-10: Undertaking From the Technical Resource

Name of Work:

Position in the Team:

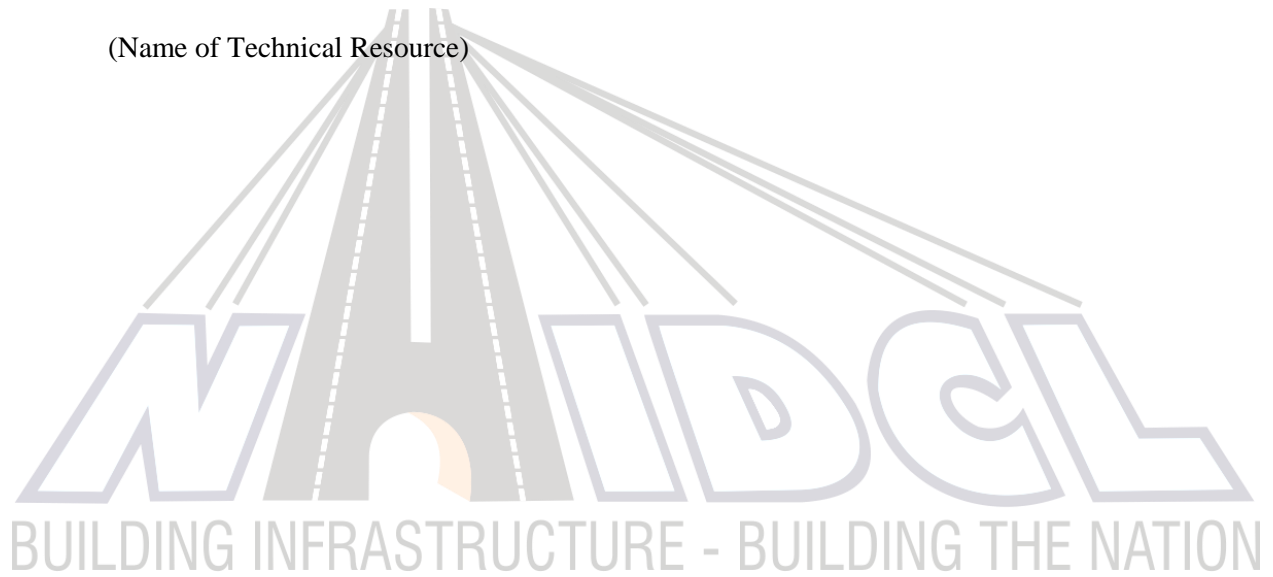
I, the undersigned, certify that to the best of my knowledge and belief, my biodata, information and credentials provided with the bid truly describe myself, my qualification and my experience. I shall be liable for any action, as deemed fit, in case there is any misrepresentation in this regard.

Date:

Place:

Signature

(Name of Technical Resource)



Form T-11: Bank Guarantee Format for Bid Security

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: Tender No. _____,

dated: _____

Bank Guarantee: Date: _____

WHEREAS, _____ (Name of Bidder) _____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the Tender No. _____, dated _____ (hereinafter called "the Bid". KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____ Lakhs only) for which payment will and truly to be made to the said employer the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the letter of invitation, we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including the date 150 (one hundred and fifty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
4. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to _____ Rs. (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.
5. This guarantee shall also be operable at our _____ Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

6. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [Ministry/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S. No	Particulars	Details
1.	Name of Beneficiary	
2.	Name of Bank	
3.	Account No.	
4.	IFSC Code	

DATE _____

SIGNATURE OF THE BANK _____ SEAL OF THE BANK _____ SIGNATURE OF THE WITNESS _____ Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

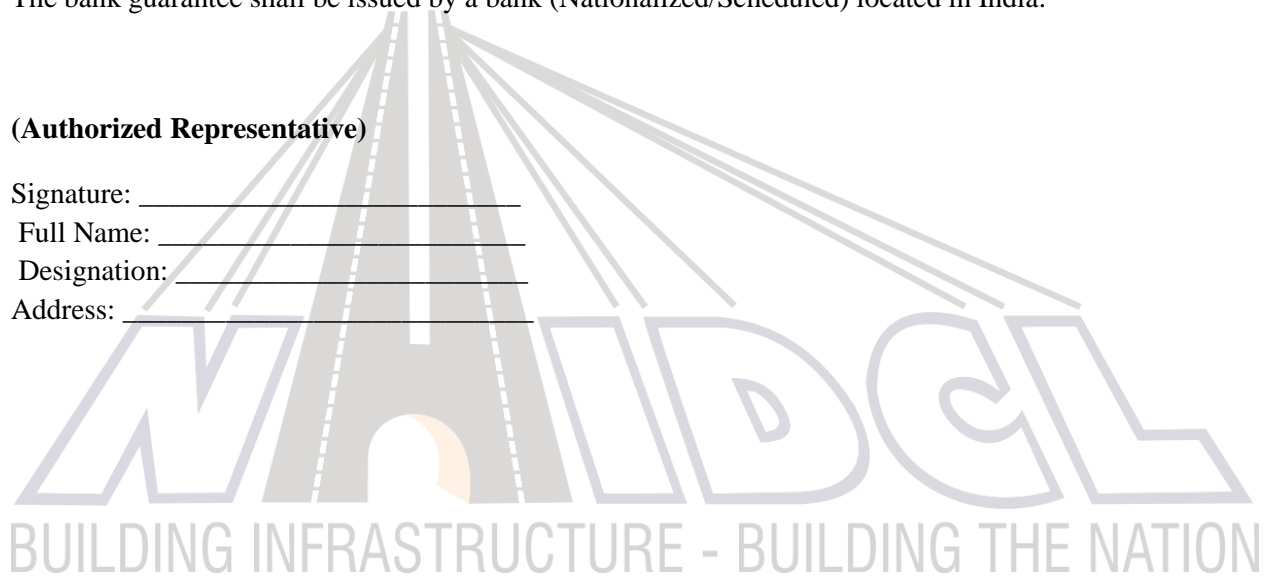
(Authorized Representative)

Signature: _____

Full Name: _____

Designation: _____

Address: _____



Form F-1: Format for Financial Bid Submission

(For sample only, actual Format to be downloaded from e-tender portal for on-line submission)

Sub.: RFP for Maintenance of NHIDCL’s Website & Handling of Social Media Accounts of NHIDCL

Ref:

Dear Sir,

I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with total bid value as per milestone and break-up furnished below.

Financial Proposal:

S. No.	Particulars	Total Cost (in numbers) (excluding GST)
i	Maintenance of NHIDCL’s Website & Handling of Social Media Accounts of NHIDCL for the period of 3 Years	
Total Cost in words :		

1. I/We do hereby confirm that my/ our bid price include all statutory taxes/ levies but excluding GST (as applicable on the services). I/ We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us.
2. The quoted rates for all items shall remain unchanged for entire term of the Contract Agreement.
3. This bid is valid for a period of **120 calendar days** from the bid due date.
4. I/ We, understand that the
 - (a) applicable GST (as applicable on services) shall be reimbursed by NHIDCL separately on production of proof of payment and CA certificate; and
 - (b) TDS will be deducted against payments as per Applicable Law.
 - (c) In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

Name

Designation/ Title of the Authorized Signatory.....

Format for Bank Guarantee for Performance Security
(For individual work) BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Managing Director,
NHIDCL, PTI Building, 3rd Floor,
4, Parliament Street, New Delhi-110001

In consideration of "NHIDCL" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract for "**Project Management Consultancy for preparation of pre-feasibility Report, DPR and carrying out Supervision work for Development of self-sustainable Bus Port at various states/UTs throughout the country.**" under Contract Package No. (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees.....).

We,having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Consultant to the extent of Rs..... (Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein,

Our liability under this Bank Guarantee is limited to Rs..... (Rupees.....) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.

This Bank Guarantee shall be valid up to

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [Ministry/NHAI/NHIDCL/State PWD/BRO], details of which is as under:

S. No	Particulars	Details
1.	Name of Beneficiary	
2.	Name of Bank	
3.	Account No.	
4.	IFSC Code	

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

PART-III

DRAFT FORM OF CONTRACT AGREEMENT

DRAFT CONTRACT AGREEMENT

No.

This Contract Agreement (hereinafter called the "Contract") is made on this _____ day of the month of _____, 2019.

BETWEEN

"National Highways & Infrastructure Development Corporation Limited" having its head office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001 (hereinafter referred to as the "NHIDCL", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s _____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART.

WHEREAS

- (a) The Service Provider, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to NHIDCL through their bids, against RFP for *Maintenance of NHIDCL's Website & Handling of Social Media Accounts of NHIDCL*, RFP No. _____ on above subject. (hereinafter called the "Tender") for _____ that they have the required professional skills, personnel and technical resources to provide the required Services;
- (b) On the basis of the said Tender, NHIDCL has adjudged the Service Provider as a Successful Bidder and issued Letter of Award (LoA) No. _____ dated __.__.2020 for the same;
- (c) The Service Provider has agreed through their letter of acceptance No _____ dated _____ to provide the said Services on the terms and conditions set forth in this Contract Agreement and has also submitted performance bank guarantee equivalent to _____ (Rs.....) such that it remains valid until one year beyond completion of the contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and NHIDCL shall be as set forth in this Contract Agreement, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) NHIDCL shall make payments to the Service Provider in accordance with the provisions of the Contract.

2. The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract Agreement viz.

- (a) Schedule A: Conditions of Contract
- (b) Schedule B: Terms of Reference
- (c) Schedule C: Annuity Payment Schedule
- (d) Appendices:
 - Appendix A Copy of Financial Bid of the Service Provider
 - Appendix B Letter of Award issued by NHIDCL.
 - Appendix C Letter of Acceptance submitted by the Service Provider
 - Appendix D Copy of the Performance Security submitted by the Service Provider including copies of confirmation provided by the respective bank.
 - Appendix E Copy of the Technical Bid and/or any subsequent correspondence of the Service Provider/ NHIDCL
 - Appendix F Copy of RFP Document and subsequent amendment / addendum including Minutes of Pre-bid Meeting, if any

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be executed by their respective authorized representatives on the day and year first before written.

FOR AND ON BEHALF OF
 (National Highways & Infrastructure
 Development Corporation Limited)
 (Authorized Representative)
 Name: _____
 Designation _____
 NHIDCL
 3rd Floor, PTI Building
 4-Parliament Street
 New Delhi-110001

FOR AND ON BEHALF OF
 (M/s _____)
 (Authorized Representative)
 Name: _____
 Designation _____
 M/s _____
 Address: _____

In the presence of following witnesses:

Name: _____
 Designation _____
 NHIDCL
 3rd Floor, PTI Building
 4-Parliament Street
 New Delhi-110001

Name: _____
 Designation _____
 M/s _____
 Address: _____

Name: _____
Designation _____
NHIDCL
3rd Floor, PTI Building
4-Parliament Street
New Delhi-110001

Name: _____
Designation _____
M/s _____
Address: _____



DEFINITIONS AND INTERPRETATIONS

1. Definition:

The words and expressions beginning with capital letters and defined in this Contract Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules annexed hereto. Words used in capitals and not defined herein but defined in the RFP shall have the meaning as ascribed thereto in the RFP.

2. Interpretation

2.1 In this Contract Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Contract Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract Agreement;
- e) the words “include” and “including” are to be construed, without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference to day shall mean a reference to a calendar day.
- h) references to a “business day” shall be construed as a reference to a day (other than a Sunday and holidays) on which banks in their respective States are generally open for business;
- i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- j) references to any date, period or time shall mean and include such date, period or time as may be extended pursuant to this Contract Agreement;

- k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract Agreement is not a business day, then the period shall run until the end of the next business day;
- l) the words importing singular shall include plural and vice versa;
- m) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- n) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- o) save and except as otherwise provided in this Contract Agreement, any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of NHIDCL hereunder or pursuant hereto in any manner whatsoever;
- p) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- q) the Schedules and Recitals to this Contract Agreement form an integral part of this Contract Agreement and will be in full force and effect as though they were expressly set out in the body of this Contract Agreement;
- r) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Contract Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract Agreement or of the Schedule in which such reference appears; and
- s) the damages payable as set forth in this Contract Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”);
- t) “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;

u) “SYSTEM” means “ The NHIDCL Website including, but not limited to, the front-end and backend essential for maintaining the look and feel of the website”

v) “Effective Date” shall mean date of this Contract Agreement;

2.2 Any word or expression used in this Contract Agreement shall, unless otherwise defined or construed in this Contract Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

3. Arithmetic conventions

All calculations shall be done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

4. Priority of Agreements, Clauses and Schedules

4.1 In case of inconsistency between the provisions of this Contract Agreement and the RFP, the terms of this Contract Agreement shall prevail to the extent of such inconsistency.

4.2 In case of ambiguities or discrepancies within this Contract Agreement, the following shall apply:

- (a) between two or more Clauses of this Contract Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between any two Schedules/Articles, the Schedule / Article relevant to the issue shall prevail;
- (c) between the written description on the drawings/design documents, if any, and the Specifications and Standards, the latter shall prevail; and
- (d) Between any value written in numerals and that in words, the latter shall prevail.

BUILDING INFRASTRUCTURE - BUILDING THE NATION

CONDITIONS OF CONTRACT

1. Scope of Work

The Service Provider shall perform the services specified in Terms of Reference at Schedule-B, of this Contract Agreement.

2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHIDCL and the Service Provider. The Service Provider, subject to this Contract Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Service Provider shall alone be responsible for the remuneration and statutory compliance with respect to its employees, contractors or representatives. NHIDCL has no liability w.r.t. the representatives/ employees of the Service Provider. Service Provider will keep NHIDCL fully indemnified in this regard.

3. Governing Law and Jurisdiction

This Contract Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Contract Agreement.

4. Language

This Contract Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract Agreement.

5. Effectiveness of Contract

This Contract Agreement shall come into effect on the date the Contract is signed by both the Parties. The date, the Contract comes into effect is defined as the Effective Date.

6. Commencement of Services

The Service Provider shall commence the Services to NHIDCL as per the Schedule-B of this Contract Agreement.

7. Expiration of Contract

- (a) The term of this Contract Agreement shall be for a period of Three (3) years with effect from Effective Date.
- (b) The Agreement Period may be further extended for a period of another two (2) years annually on the existing terms and conditions subject to satisfactory performance and continued requirement of NHIDCL at its sole discretion.

8. Assignment

This Contract Agreement shall not be assigned by the Service Provider to any person / agency save and except with the prior consent in writing of NHIDCL and NHIDCL shall be entitled to decline without assigning any reason whatsoever.

Notwithstanding anything to the contrary contained in this Contract Agreement, NHIDCL may, after giving 30 days' notice to the Service Provider, assign and/ or transfer any of its rights and

benefits and/or obligations under this Contract Agreement to an assignee who is, in the reasonable opinion of NHIDCL, capable of fulfilling all of the NHIDCL's then outstanding obligations under this Contract Agreement.

9. Severability

If for any reason whatsoever any provision of this Contract Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract Agreement or otherwise.

10. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified below. The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.

The addresses for service of Notice shall be:

General Manager (Toll & Coord., IT, Skill Development)

Attention: A. Chandrasekhar
Address: National Highways & Infrastructure Development Corporation Limited,
3rd Floor, PTI Building
4-Parliament Street
New Delhi-110001
E-mail: ac.sekhar65@gov.in

Service Provider:

Attention:

Address:

E-mail.....

11. Payment Terms

For Migration on New Technology, Enhancements & Development Work payment will be released as per below mentioned schedule:

For Annual Maintenance payment will be released as per below mentioned schedule:

Payment Terms for Annual Maintenance Activates (With Milestone):

S. No.	Milestone	Timelines
1.	On Completion of Quarter	Quarterly on Pro rata basis

- (a) System Operation shall start immediately after the system commissioning and acceptance by NHIDCL.
- (b) The above payment shall be made in Indian Rupees within 30 days of receipt of the invoice by NHIDCL.
- (c) NHIDCL is not liable to pay any amount (except the amount stated above) of any nature whatsoever. It is clarified that no amount toward cost or expenses incurred, of whatsoever nature, shall be payable separately for carrying out the services prior to or after the field work such as holding discussion, if any, as considered necessary by NHIDCL or otherwise, for any purpose at NHIDCL's Head office or elsewhere, prior, during and after the conduct of an assignment at site.

12. Deleted

13. Fraud and Corruption

14. Definitions

It is NHIDCL's policy that NHIDCL as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, NHIDCL defines, for the purpose of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or execution of a contract with NHIDCL; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive NHIDCL of the benefits of free and open competition;
- (c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of NHIDCL, designed to establish prices at artificial, non-competitive levels;

- (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (e) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was not agreed to; and
- (f) “Restrictive practices” means forming a cartel or arriving at any understanding or arrangement among bidder(s) with the objective of restricting or manipulating a full and fair competition in the bidding process.

14.1 Measures to be taken by NHIDCL

- (a) NHIDCL may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to NHIDCL to remedy the situation;
- (b) NHIDCL may also sanction against the Service Provider, including blacklisting / declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract with NHIDCL.

15. Confidentiality of the Assignment/Findings

The Service Provider shall not, during the term of this Contract Agreement and within three years after its expiration or termination, disclose or permit to be disclosed any proprietary or confidential information relating to the services, this Contract Agreement or the NHIDCL’s business or operations without the prior written consent of NHIDCL to any third party other than its agents, consultants, or subcontractors who need to know in connection with the purpose for which it was disclosed and who are bound to preserve the confidentiality thereof, to any person outside its organization, any Proprietary Information.

The Service Provider and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the NHIDCL. Without limitation of the foregoing, Service Provider shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any information or software programs which are part of the Proprietary Information received by it under this Contract Agreement. For the purposes of this Contract Agreement Proprietary information shall include but not be limited to terms of this Contract Agreement, strategies, official secrets, actual and anticipated research, developments or plans, services, software, source codes, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, financial information, demonstrations, operations, records, assets, technology, data and information derived whether existing or derived / analysed out of the information made available to the Service Provider in form of raw data or reports, in any form whatsoever. The Service Provider alone shall be responsible to ensure the maintenance of confidentiality as contemplated above and shall be responsible to employ sufficient measures to prevent any unauthorised access of the Proprietary information.

16. Ownership of Equipment & other conditions

- (a) All the material and equipment under the project shall be owned by the Service Provider throughout the duration of contract.
- (b) Procurement of any System or its subsystems/ Equipment/ Hardware/Software etc. has not been envisaged through this tender. The Service Provider shall be required to provide the services as per the scope of work prescribed herein.
- (c) The Service Providers are advised to offer and propose the latest technologies/ cost effective/ innovative/ best suitable system and equipment for Traffic Scenario on National Highways and conditions at the project sections.
- (d) Any studies report or other material, data or information otherwise prepared by the Service Provider for NHIDCL under the contract including all related database/ files /back up of images/ videos etc. shall belong to and remain the property of NHIDCL which will be handed over to NHIDCL in a condition that it can be made use of by it without having to procure any propriety software/ tool.

17. Insurance cover to be maintained

- (a) All the material and equipment shall be owned by the Service Provider throughout the duration of contract and the Service Provider shall ensure to maintain proper insurance coverage of its equipment against fire, theft, vandalism or any other perceived risk(s) / natural disaster etc.
- (b) In addition to material and equipment, the Service Provider shall also ensure to have adequate insurance for all its personal working/ deployed under this Contract Agreement.
- (c) The Service Provider shall indemnify NHIDCL against any damage/ loss of property or personnel of Service Provider working on any site under this Contract Agreement.

18. No partnership

This Contract Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, or to otherwise bind, the other Party.

19. Intellectual Property Rights

All Intellectual Property of the respective Parties shall continue to vest with the respective Party and one Party may make use of the Intellectual Property only with the express consent of the other Party. However it is agreed and acknowledged by the Service Provider that intellectual property rights in the Proprietary Information as well as any other data or information/ reports generated during the performance of services contemplated herein by the Service Provider shall always vest with NHIDCL and Service Provider will not have any right in such IPR whatsoever.

20. Force Majeure

Neither party shall in any event be liable for any failure to perform its obligations under this Contract Agreement due to any events beyond the reasonable control of either party or any events of force majeure.

No Party shall be considered in default of performance of its obligations under the terms of this Contract Agreement, if such performance is prevented or delayed for any causes beyond the reasonable control of the Party affected by such event (hereinafter referred to as “ **Affected Party**”), including, but not limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions which substantially bars the performance of obligations of the Affected Party (hereinafter referred to as “ **Force Majeure Event**”)

(a) Reporting of Force Majeure

If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall within maximum 24 hours notify the other Party in writing of such condition and the cause thereof. However, in case the Service Provider claims to have suffered a Force Majeure Event, the Service Provider shall continue to perform its obligations under this Contract Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by NHIDCL.

(b) Mitigate the Force Majeure Event

Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect thereof. Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

21. Dispute Resolution

(a) Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract Agreement or the validity or the breach thereof, shall be referred to the Society for Affordable Resolution of Disputes (SAROD) and the award made in pursuance thereof shall be final and binding on the parties subject to Provisions of The Arbitration and Conciliation Act, 1996.

(b) This Contract Agreement shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Contract Agreement.

22. Termination

(a) Either party may terminate this Contract Agreement due to breach of terms agreed to in this Contract Agreement by the other party. However, the party aggrieved by the breach shall give written notice to the other party to this Contract Agreement indicating that the contract shall be terminated not earlier than 90 days from the date of the receipt of the notice.

- (b) NHIDCL, in its sole discretion and for any reason whatsoever, may terminate this Contract Agreement for dereliction in performance of stipulated duties by the Service Provider.
- (c) Notwithstanding anything stated in this Contract Agreement, in the event of any defaults on part of the Service Provider, NHIDCL shall issue a notice to the Service Provider (hereinafter referred to as Cure Period Notice). If the Service Provider fails to cure the default within the Cure Period, as stated in the Cure Period Notice, the Service Provider shall be deemed to be in default of this Contract Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Service Provider. The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Service Provider or when the default comes into the knowledge of the Service Provider, whichever is earlier. If the Service Provider fails to remedy the default after lapse of cure period notice, NHIDCL may consider terminating the contract.
- (d) NHIDCL will terminate this Contract Agreement if in its judgment the Service Provider has engaged in corrupt and fraudulent practice in competing for or in execution / implementation of the project.
- (e) Notwithstanding the above, NHIDCL may terminate the Contract for convenience by giving 90 days prior notice without assigning any reason

23. Consequences of Expiry / Termination

- (a) Upon expiry / Termination, the Service Provider shall, without delay or demur, transfer all relevant documents / information/ software application developed under the contract / sources code / back up / data/ permissions to NHIDCL or any other entity as directed by it;
- (b) Upon Termination (except on account of expiry of Term of this Contract Agreement or Force Majeure), NHIDCL shall be entitled to appropriate the Performance Security.
- (c) In case of termination of the project at the discretion of NHIDCL due to any reasons not attributable to the Service Provider, the Service Provider will get amount equivalent to one (1) quarter as compensation towards loss suffered for the remaining un-served period of the Contract. Pursuant to payment of such compensation, the Service Provider shall have no further claim against the NHIDCL w.r.t. this Contract Agreement.

24. Survival of rights

Notwithstanding anything to the contrary contained in this Contract Agreement, any Termination pursuant to the provisions of this Contract Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, security deposits, and other rights and remedies which it may have in law or contract.

25. Indemnification

- (a) The Service Provider shall indemnify, defend, save and hold harmless, NHIDCL and M/o Road Transport and Highways (M/o RT&H) and its Officers, Agents against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including courts, tribunals or

other judicial/ quasi – judicial authorities, on account of breach of the Service Provider's obligations under this Contract Agreement or any other related agreement or otherwise, any fraud or negligence attributable to the Service Provider or its Agents or Sub-Service Providers, under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract Agreement on the part of NHIDCL.

- (b) The Service Provider shall indemnify NHIDCL and M/o RTH of all legal obligations of its professionals deployed. NHIDCL and M/o RTH also stand absolved of any liability on account of death or injury sustained by the Service Provider's staff during the performance of their work and also for any damages or compensation due to any dispute between the Service Provider and its staff.
- (c) The remedies provided under this Article are not exclusive and shall not limit any rights or remedies that may otherwise be available to NHIDCL Indemnified Party at law or in equity.
- (d) The provisions of this Article shall survive Termination.

26. Compensation for default by the Service Provider

26.1 In the event of the Service Provider being in breach of this Contract Agreement, unless such default or delay is on account of Force Majeure or through no fault of the Service Provider, the Service Provider shall pay to NHIDCL, all direct costs suffered or incurred by NHIDCL as a consequence of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.

26.2 The Service Provider shall pay to NHIDCL all direct costs suffered or incurred by NHIDCL incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of, or based upon:

- (a) Any untrue statement or misrepresentation of a material fact provided by the Service Provider or an omission to state a material fact required to be communicated;
- (b) Any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Service Provider or its directors, employees, personnel or representatives.
- (c) Negligence, fraud or misconduct of the Service Provider or any of its employees, agents, affiliates or advisors.

27. Cap on Liability of Parties

Notwithstanding anything stated herein above and under any circumstances, the liability of Service Provider under this Clause for each site shall not exceed the equivalent amount payable for four quarterly payments.

28. Survival

The provisions of this Article shall survive Termination.

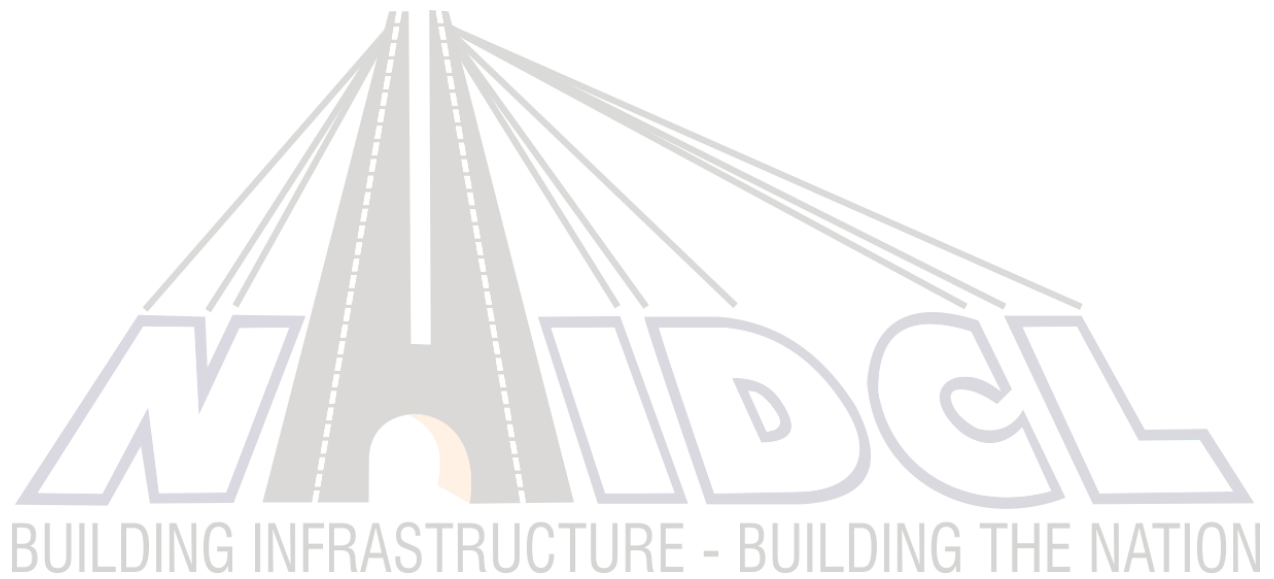
29. Representation and warranties of the Service Provider

The Service Provider declares, represents, and warrants as follows:

- (a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract Agreement and to carry out the works and provide services contemplated hereby;
- (b) It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Contract Agreement and to validly exercise its rights and perform its obligations under this Contract Agreement;
- (c) It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Contract Agreement;
- (d) It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes;
- (e) It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same;
- (f) It undertakes to continue to comply with all Applicable Laws with respect to its roles / obligations under this Contract Agreement;
- (g) There are no actions, suits, proceedings, or investigations pending before any court or before any other judicial, quasi- judicial or other authority, the outcome of which may result in the breach of this Contract Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract Agreement;
- (h) It shall at no time sub-contract any of its obligations under this Contract Agreement without the prior permission from NHIDCL. Provided that in case the Service Provider proposes to sub-contract any of its obligations under this Contract Agreement, it shall seek written permission along with the details of the activities that it proposes to sub-contract to third parties;
- (i) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to NHIDCL in relation to Applicable Laws contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (j) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the award of this Contract Agreement or for entering into this Contract Agreement or for influencing or attempting to influence any officer or employee of NHIDCL in connection therewith.

TERMS OF REFERENCE (ToR)

TERMS OF REFERENCE



1. Introduction

1.1 The NHIDCL website (<https://nhidcl.com>) presents the following details to the external audience

- a) About
- b) Projects
- c) eBook
- d) Tenders
- e) Links
- f) Events
- g) Library
- h) Procurement related details
- i) Details regarding circulars, bonds, reports, etc.
- j) Bank Guarantee Management
- k) eAccess

1.2 The current version of the NHIDCL website has been developed on PHP with SQL 2008/12 as the database. The website contents and database have been hosted on NIC Cloud Server.

1.3 The key details of the server configuration are as follows

VM Name	Storage (GB)	Memory (GB)	vCPU	OS
Dedicated Server	170 GB	16 GB	8	CentOS 4/5 or later (64-bit)
Dedicated Server	60 GB	16 GB	8	Linux-DB-MariaDB(CentOS)

2. PROPOSED CHANGES – Website upgrades

2.1 The Bidder is expected to include the following features for website upgrade

2.1.1 Undertake assessment of existing website development framework and recommend upgrade to modern technology. The Bidder is also expected to upgrade the website to modern technologies, subject to approval from NHIDCL.

2.1.2 Include artificial intelligence based chatbot tools in the website to respond to common queries raised by the public. Some of these areas could include

- a) Details regarding a particular tender dates
- b) Details regarding policy circular on a particular topic
- c) The tolls payable on a particular route

The above list is only indicative and the Bidder is expected to recommend more chatbot areas, and implement the same post approvals from NHIDCL.

2.1.3 The Bidder is also required to implement strategies for efficient archival of various documents hosted on the website.

2.1.4 The Bidder is also required to ensure that the upgraded website should be fully secured

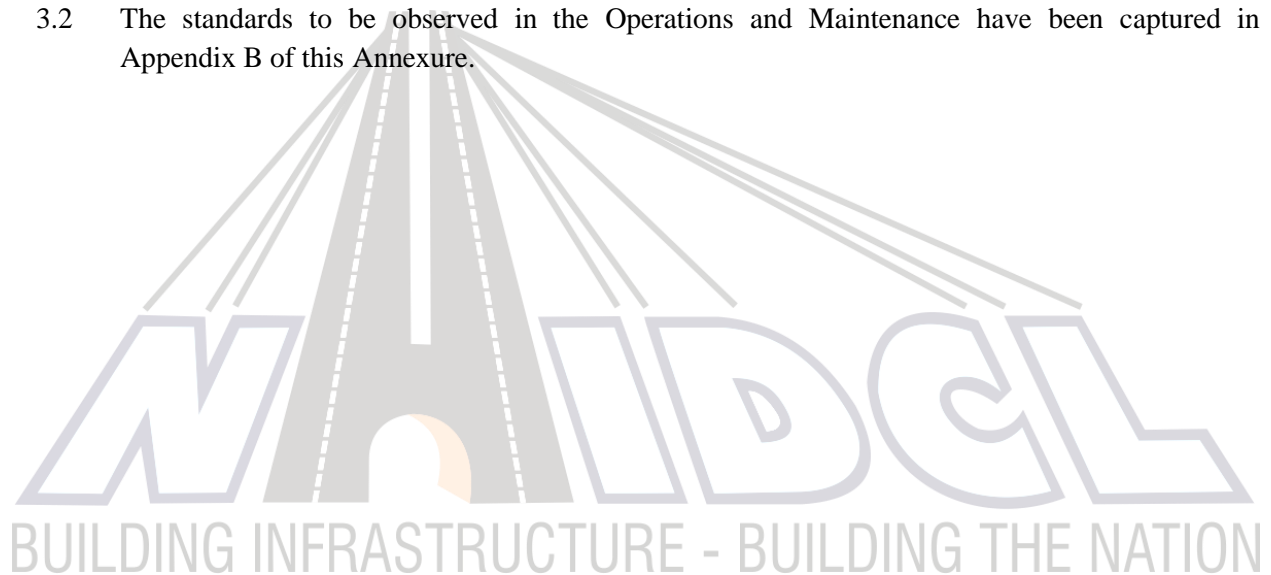
by necessary fire-walls, antivirus, etc., for protection against intrusion, hacking, defacing, virus, spam, etc. The website should meet and follow all the guidelines issued by the CERT-IN and certified by CERT-IN empanelled agencies before deployment. Bidder is required to ensure that the certification is renewed on an annual basis.

2.1.5 The standards to be observed in the upgrade have been captured in Appendix A of this Annexure.

3. OPERATION and MAINTENANCE

3.1 Operational and Maintenance Support of NHIDCL's applications. Bidder will provide the services for maintenance of NHIDCL website for a period of Three (3) year. The Bidder will deploy a minimum of Two (2) resources that will be responsible for maintaining and upgrading the NHIDCL Website from time to time. One (1) of these two (2) resources shall be based in NHIDCL premises for immediate remediation of issues, if any.

3.2 The standards to be observed in the Operations and Maintenance have been captured in Appendix B of this Annexure.



APPENDIX A to ToR – TECHNICAL SPECIFICATIONS

1. The minimum of the technical specifications which needs to be adhered while maintaining, updating or revamping the NHIDCL's website. The website should be compatible to latest versions of all browsers like Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari, Chrome etc.
2. The website post updates should be dynamic and bilingual in English and Hindi with similar homepage, design, content and images with partially static and partially dynamic page structure and to support Unicode format which enables convenient and proper upload of Hindi data. NHIDCL will provide contents in English and verify translated Hindi content provided by agency.
3. The administrator should able to update details of ongoing NHIDCL projects.
4. Look and feel of the website post updates should adhere to International Standard and making the website level A of WCAG 2.0 as per web content. Accessibility Guidelines of World Wide Web Consortium (W3C) or higher.
5. The bidder should review other international Road and Highway Construction websites to benchmark the content and format on NHIDCL's website and bring it to international standards.
6. The website post updated should be free from all known vulnerabilities and bugs and should also have no significant display problems on mobile browsers.
7. Other Technical Requirements of the updated website:
 - i) Should be able to function in Windows, UNIX, LINUX operating system
 - ii) Should be Develop in Open Source Technologies
 - iii) Should support fail-over and load balancing to facilitate future scalability
 - iv) Should support clustering
 - v) Should support industry standards communication protocol and data formats such as HTTP, HTTPS, SSL, XML and HTML for query and retrieval purposes
 - vi) Support the latest web services standards (e.g. SOAP, WSDL, WSRP)
 - vii) Website should support Web 2.0 capabilities
8. Website should continue to be fully in compliant with following e-Governance Standards of Govt. of India, apart from those already mentioned under this Scope of Work:
 - i) Technical Standards for Interoperability Framework for eGovernance (IFEG) in India Version 1.0
 - ii) Character Encoding
 - iii) Framework for Mobile governance issued by GOI- Jan 2012
 - iv) e-Governance Policies of Govt. of India and Deity
 - v) GIGW and Accessibility Guidelines
 - vi) Should run independent of any IP address. i.e. IP address should not be hard coded in the source code/configuration
 - vii) Should be compliant with IPv6
 - viii) Intellectual Property Rights (IPR) of the developed material will remain with NHIDCL
 - ix) Logging to be enabled for Web Server/ DB Server

9. The website shall contain static and dynamic content, which should be manageable via CMS (Content Management System) tool in the back end.
10. Some additional areas that the CMS should provide for are as follows:
 - i) Content repurposing for different audiences and different interfaces.
 - ii) Facilitated metadata generation and management which enables effective content discovery
 - iii) In context contribution, preview, updates and approvals.
 - iv) Email notifications for automated content edits and reviews.
 - v) Both dynamic and scheduled publishing models.
11. Suggested (not limiting) specifications for the updates:
 - i) All items would be appropriately aligned on the pages and the layout would be consistent on all the related pages. There should be a limit on the amount of white space (areas without text, graphics, etc.) on pages that are used for scanning and searching.
 - ii) Style and color scheme would be consistent across the site.
 - iii) The developers should use a fluid layout that automatically adjusts the page size to monitor resolution settings that are 1024x768 pixels or higher.
 - iv) Since all across the current NHIDCL website, in maximum of the webpages, the content details are used through attachments in formats like PDF and Doc., therefore, by using Document Management System in the backend; such content should be made dynamic and easy to show on site.
 - v) A directory of events which will be update on a regular basis by designated staff.
 - vi) Outlay of Research Programs & Projects
 - vii) The website, post updates, should remain connected through Facebook, so that all pages of the website must have embedded links to connect to Facebook for social media and to You Tube for video.
 - viii) Manage NHIDCL's Social Media Account. The Service Provider shall use Facebook, Twitter, + or any other similar media which deemed popular or effective by NHIDCL, for development and management of presence of NHIDCL on social media. The Service Provider shall deploy adequate Manpower to execute the scope of work.
 - ix) Every month a report has to submit on social media submission & increased likes & views of NHIDCL pages and videos etc.

11.1 Navigation:

- i) The website's navigation scheme and features should allow users to find and access information effectively and efficiently.
- ii) Navigation tabs should be located at the top of the page, and look like clickable versions of real-world tabs.
- iii) Site maps should be available with all the links of pages existing on the website and link for the site map should be clearly visible on the homepage.
- iv) The navigation elements should be clearly differentiated from each another and should be placed in a consistent way so that it can be easily located on each page

- 11.2 Where necessary, databases should be created and maintained. For example: (not limited to) databases for Search keywords, Registered users, e- mail databases, Vigilance complaints etc. It should support for all platforms (Operating Systems).
- 11.3 The website should show 3-DI 2-D animation or short clips of the Highways making process etc. for enriching the site. The website should be flexible enough to accommodate any of these changes immediately. The website should be able to support the easy incorporation of multimedia elements, such as photographs, videos, and audio of our supported programs. The site should continue to have following features:
- i) Video Gallery: The website should display a frame for a video which can either be sourced elsewhere (e.g. YouTube) or uploaded and served from NHIDCL's own server, at the developer's discretion
 - ii) 2D/3D clips
 - iii) Optimization of search functionality on website and portal to ensure that any external (guest, customer, vendor, etc.) or internal user (NHIDCL employee) of the website/portal is able to quickly search content and documents placed anywhere on the website. The search functionality must have auto complete for commonly used, NHIDCL web site content relevant searches to make it convenient for the user to find any information.
 - iv) Automated feedback system for issues/complaints pertaining to the website
 - v) Online chats based on chatbot based solution(s) with the registered users.
12. No advertisement, notice, banner, logo, information of any company other than NHIDCL shall appear on NHIDCL's website, except when specifically indicated and approved by NHIDCL. There should be a provision for separate login for the Website Administrator to view online members, number of hits in day/ month and on search engines, keywords by engine, repeat and unique visitors, navigation paths, visitor's countries, online applications submitted, Encryption of passwords etc.
13. The bidder will provide reports, vital statistics and analysis on the website on weekly basis as per NHIDCL's requirement. The bidder will generate monthly login reports of the site consisting of the following information:
- i) Total No. of hits, keywords by engine
 - ii) Simultaneous page hits at any time Page-wise breakup of hits
 - iii) Pages visited maximum time
 - iv) Pages visited minimum time
 - v) Reports in Bar/ graph/ Chart format for data pertaining to document downloads, uploads, page loading errors, navigation errors, etc.,
 - vi) Repeat and unique visitors
 - vii) NHIDCL Down time/ Uptime Report of Website
 - viii) Page Last Updated Status for all the pages of website
 - ix) Visitor's countries, IPs etc.
14. The website should have a section similar to a 'What's New?' - One of the site's elements should be a "What's New" area. This is provided for visitors who want to see all new updates in the area/section of the website that they are browsing. It should list related documents that have been edited as well as added in reverse chronological order. Specifications for Front end: Create a remarkable, secure, bug-free, user friendly, well design and easy to navigate Website offering several interactive features

to the visitors. The color, design and layout of the Website should reflect the status of NHIDCL as a reputed organization for developing International standard roads with world class facilities for uninterrupted flow of traffic:

- i) Preferred Color combination: To be decided in consultation with NHIDCL
 - ii) Preferred Layouts: <http://www.un.org>, <http://www.india.gov.in>
 - iii) Preferred Side Menu: To be decided in consultation with NHIDCL
 - iv) Preferred main menu: To be decided in consultation with NHIDCL Web portal for reference
15. Design an innovative homepage with latest flash images along with scrolling slogans and interior pages to the satisfaction of
16. Specifications for Back end: Create a robust and intuitive customized "Content Management System" based on NHIDCL's requirements. The CMS should allow NHIDCL to manage and update the Website (e.g. create modify new pages, menus, sub-menus, add/ delete images, change content etc.) easily through sub-administrators / special NHIDCL users who are not expected to have any special technical knowledge and specific software. These special, authorized NHIDCL officials need not have to route their data publish or document upload or modification requests through a Web Admin but can easily publish/upload information on the web site on their own, thereby reducing dependencies on critical information broadcasting through the new NHIDCL website.
17. The updated website should be database-driven/ modular so that it can handle all the existing information and be able to handle forthcoming dynamic information and documents that would be uploaded on regular basis.
18. The Bidder would be responsible for regular back-up of the entire Website and Intranet during the maintenance period at the IT infrastructure provided by NHIDCL. The same should be successfully restored when needed. An uptime of 99.00% has to be assured.
19. Search Engine Optimization: The Bidder is required to ensure that when content is displayed, it is as search engine friendly as possible and search-engine-friendly design to help the site stay in favor with the search engines. Use of Highways related unique keywords to optimize search result and increase the ranking with search engines. Necessary text based key word search be made available to users to search for relevant content on the Intranet. The solution provider will provide basic support with Google Analytics on as needed basis. NHIDCL Website would need to have its own keyword search to facilitate visitors which should be able to do a comprehensive search on Website for any content. As a minimum NHIDCL would like to see employed:
- i) Sitemap for visitors listing all content in a structured way;
 - ii) Sitemap in XML format or similar for submissions to search engines;
 - iii) An option for the visitor to extract the HTML needed to link to this page with appropriate keyword links.
 - iv) The developer must ensure that the above protocols hold for both HTML page content and for documents that are accessed through the web.
20. NHIDCL's forms/ documents/tenders/ brochures etc. will be available from the site in the form of .xls, .doc, .pdf format etc. (with adequate security features/ file protection) and few of them possibly with print option only. No one will be authorized to modify, add, delete, the existing data or info on the site.

21. NHIDCL wishes to facilitated for its employees, in which employees/ registered users with restricted rights i.e. Some authorized users from different PIUs, Division can upload their data in NHIDCL's website including tenders, corrigendum etc.
22. Login and Logout: Everything should be done to ensure that the login and logout procedure is as simple and as automated as possible. In addition, by use of sessions and cookies the user should stay logged in until they manually log out. For users that forget their login details, an automated forgotten password retrieval procedure should be provided. Also, remember me facility should store the information on the visitor's computer.
23. NHIDCL may in future intend to provide more facilities of on-line information to its users. Accordingly, Website should be able to cater to such requirements in an interactive manner.
24. Site Feedback: One of the measures that the website is meeting, the need of its visitors is to invite and encourage feedback. For each page of content, a question asking whether the visitor found the content useful and, if not, why not would be required. The feedback from this would be aggregated and available as a metrics report to suitable authorized website users.
25. There should be provision to enter CAPTCHA for Feedback forms.
26. The bidder shall ensure that NHIDCL's website is fully secure and should meet and follow all the guidelines issued by the CERT-IN.
27. The Bidder should improvise existing NHIDCL Website without changing Information content and develop equivalent web-pages in Hindi. Home page must be designed with decent Highways related flash banner. The pages may be required to be updated/ re-organized for better dissemination of information. Duplicate pages, if any, needs to be removed and new pages for additional information such as site map, privacy policy, disclaimer etc., may be required to be added. The prospective bidders are advised to visit the existing website of NHIDCL (<https://nhidcl.com>)
28. Register your complaint: - There should be a link to register complaint for road condition, road safety etc. The user can fill in his details as well as his on-line complaint for redressed by the concerned authorities.
29. Portal Administrator: - Administrator should be provided a CMS (Content Management System) so that he can make changes (textual changes) in all static/ dynamic pages. Database should be available online for administrator/ authorized user. Selected users of NHIDCL should be able to upload their documents in the selected categories. As defined earlier.
30. Implementation of Security features: - The website should have security features for access to authorized users on certain restricted web pages. General users may not be able to access such web pages without proper login id and password.
31. Site Evaluation – The site should have features to use Google Analytics, or similar features, to determine the pages aren't performing and recommend strategies to increase performance and page traffic.
32. Performance of the website post updates:

- i) High performance web pages for speedy access to one page from other (-in less than a second).
 - ii) Performance and Load testing shall be performed periodically by the Bidder to ensure that the portal meets pre-defined performance and load testing metrics.
33. Keyword research should be based on NHIDCL's Business Strength, Location, Work Done, Future plan, News, Media etc. Keyword research based on location, business strengths and offerings.
34. On-Page Optimization of 15 pages including Page titles, Meta descriptions, and H1 tags.
35. Website has either a "search" box or a link a "search" page from every page of the website.
36. Website should comply to features Govt. website i.e. India.gov.in
37. Bidder should provide an exhaustive list of any third party software that it intends to use in its development and ensure that each meets the following criteria:
 - i) It does not commit NHIDCL to an ongoing cost for use of those software;
 - ii) It is not "proprietary" in the sense that modifications (either to the input or output of the web portal's source code) cannot be made.
38. All the Licenses offered by the Bidder shall also conform to the statutory requirements of Government of India, the State Governments and any other regulatory specifications.
39. **Copyrights**

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of NHIDCL. The Successful Bidder shall transfer to NHIDCL all Intellectual Property Rights of the Web portal developed. The Successful Bidder shall relinquish to NHIDCL the source code of the developed website/web portal within 30 days from the date of acceptance of the website/web portal. The source code supplied to NHIDCL shall at all times be complete, accurate, and its copy up-to-date and corresponding exactly to the current production release of the software at the date and time of submission.

APPENDIX B to ToR – MAINTENANCE REQUIREMENTS

The illustrative list of activities which the Solution Provider is to perform during the Operation and Maintenance Support Period are as under:

1. Constant checking status of links so as to ensure that there is no dead link in the website.
2. Development of small modules (if required) within website which are not going to affect to design framework and database structure.
3. Periodically update and insert static pages as per Department's directives.
4. Have personnel to collect documents/ information from the NHIDCL office as and when required
5. Installing all software patches & updates released by the website/web portal related software OEMs
6. Be equipped with all basic communication and coordination facilities like laptop, mobile, etc.
7. Have all allied facilities (that may not be necessarily be spelt in the scope of job) to ensure smooth flow of information and operations.
8. Prepare and participate in Monthly review meetings at NHIDCL office on a date communicated by the NHIDCL.
9. Ensure that the holiday list (non-working days) of the bidder will necessarily be in tandem with the NHIDCL to ensure seamless working
10. Provide continuous, consistent website support.
11. The bidders' team servicing NHIDCL account has to be available for full work day from Monday to Saturday on working hours and staggered in such a way so that they are available accessible on Sundays or any other holidays for any coordination or urgent updation of the website.
12. Necessary documentation on the site functionalities has to be provided as and when required/ demanded by NHIDCL.
13. Bidder is expected to name a member among the proposed deployed team who will act as your Delivery Manager during Maintenance and Support. This may or may not be an actual developer but should be someone that understands the basics of project management, has authority to affectively deal with problems that arise and has a firm understanding of the technical aspects that are on-going with the website project.
14. The bidder will ensure that the personnel assigned for the project possess the requisite technical skills in the relevant areas as referred in several places in this document and as per the requirement of the scope of the job. The personnel should be on the rolls of the bidder.
15. In addition to the team deployed onsite, a dedicated team of Programmer and Graphic designers, and Content Writer/ Editor should be available from backend side of the bidder who can provide support to the deployed O&M team members for any updation/ minor upgradation of website. Also, in case of absence of the personnel deployed at NHIDCL's end for any reason whatsoever has to be filled in/ supported by any temporary member immediately.

16. The team will be responsible for backup of the website and to should be available on high quality high speed CD/DVD media on regular intervals of time.
17. In case of any problems in the website due to system error, the bidder will deploy additional and adequate resources for error correction. The O&M team will require to coordinate with respective vendor maintaining hardware/ software to restore the website.
18. The O&M team shall be responsible for any bug-fixing and updation of content on regular basis.
19. The O&M team shall be responsible for resolution/ coordination with the third party agency dealing with web hosting services of the portal.
20. The work also includes operating, maintaining and updating the websites, project specific websites and its databases as mentioned above and MIS report generation as well as performing all the software system/ application related tasks assigned by NHIDCL from time to time.
21. The O&M team shall be responsible for content updation, bug-fixing activities, conduct training, preparation of additional reports and further enhancing the existing system and its capability to produce reports.
22. The O&M team shall be responsible to coordinating with stake holders (NHIDCL, vendor, etc.) for ensuring that the website is smoothly working. The O&M team shall also be responsible for continuous content updation and coordination with NHIDCL business users for various activities like updation of English and Hindi website, Complaint Redressal System, tenders uploading, etc.
23. Maintenance and updating the website, on regular basis, shall include any further redesign and addition of pages (graphical, text and Flash), digitization and internet coding of video Clippings and uploading the same, uploading of photo gallery, addition of features and any other additional work of minor nature required to be done during the whole contract period.
24. Penalty for Operations & Maintenance
 - a) Bi-monthly Payment calculation begins at the 100% of committed payment; actual payment eligibility is calculated by reducing the penalty amounts (based on percentages) from the committed payment. Penalties are calculated on a monthly basis. e.g., 0.1% penalty = 0.1% of the monthly payment.
 - b) For downtime of each 0.1% beyond 99.00%, penalty will be deducted quarterly on the payments for AMC as under:

Ref. No	Service Metric	SLA/ Measurement	Penalty
1.	Operational Support	Reported problems in 2 Hour. Bidder to provide escalation matrix for calls not resolved in 3 hours.	0.1% penalty for every hour over the SLA.

- c) The maximum value of penalty limits to a maximum of 5% of the Project Cost.